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TRANSCRIPT OF RECORD

THE UNITED STATES OF AMERICA

UNITED STATES
DEPARTMENT OF JUSTICE

APRIL 1964

NEW YORK

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 13, 1939.

Board Prices, Delivered by Truck

Board License Bulletin No. 3 (Page 1)—Cancels Bulletin No. 3 Dated March 3, 1939.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), are as follows:

Minimum prices per M sq. ft. at which you may sell the patented gypsum board products when delivered by truck in the areas named below, (TRUCKLOADS containing 7500 sq. ft. or more) shall be the same for deliveries in carloads by rail as heretofore provided:

Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Dutchess and Putnam, Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; towns of Stroudsburg and East Stroudsburg (in Monroe County) and town of Milford (in Pike County) Pennsylvania.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York, also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10023

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 3, 1939

Board Prices, Delivered by Truck

Board License Bulletin No. 3 (Page 1)—Cancels Bulletin No. 3 Dated February 6, 1939.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), are as follows:

Minimum prices per M sq. ft. at which you may sell the patented gypsum board products when delivered by truck in the areas named below, (TRUCKLOADS containing 7500 sq. feet or more) shall be the same for deliveries in carloads by rail as heretofore provided:

†Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange and Putnam,

Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10024

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO.

FEBRUARY 6, 1939

C. NEWMAN

Board Prices, Delivered by Truck

Board License Bulletin No. 3 (Page 1)—Cancels Pages 1 and 2 Dated July 16, 1938

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), are as follows:

Minimum prices per M sq. ft. at which you may sell the patented gypsum board products when delivered by truck in the areas named below, (TRUCKLOADS containing 7500 sq. feet or more) shall be the same for deliveries in carloads by rail as heretofore provided:

Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks; Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10025 (4) Detroit Area: Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board products, or in mixed loads minimum weight $7\frac{1}{2}$ tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren,

Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented gypsum plaster lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue, to become effective January 15, 1938.

10026

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 16, 1938.

Board Prices, Delivered by Truck to Dealers' Warehouses

Board License Bulletin No. 3 (Page 1)—Cancels Pages 1
Dated October 21, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letter patent), including Haggerty patent number 1,500,452, are as follows:

(1) Eastern Area: Minimum prices for patented gypsum board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. This applies into States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and

Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

(2) Western New York Area: Minimum prices for patented gypsum board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Board License, Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 3 for minimum loads.

(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above). Each truck delivery of patented gypsum board products at carload prices shall contain a minimum of 7500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

10027 (4) Detroit Area: Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board products, or in mixed loads minimum weight 10 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Half-

way, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented gypsum plaster lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10028

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 21, 1937.

Board Prices, Delivered by Truck to Dealers' Warehouses
Board License Bulletin No. 3 (Page 1)—Cancels Board
License Bulletin No. 3 Dated February 24, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 1, 1937 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagerty patent number 1,500,452, are as follows:

(1) Eastern Area: Minimum prices for patented gypsum board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. This applies into States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford,

Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

(2) Western New York Area: Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 3 for minimum loads.

(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above). Each truck delivery patented gypsum board products at carload prices shall contain a minimum of 7500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

10029 (4) Detroit Area: Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser,

Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented gypsum plaster lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.[†]

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this release.

10030 (4) Detroit Area: Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.[†]

(5) Miami Area: Minimum prices for patented gypsum plaster lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and pro-

viding delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10031

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

Board Prices, Delivered by Truck to Dealers' Warehouses

Board License Bulletin No. 3 (Page 1)—Cancels Board License Bulletin No. 3 Dated February 11, 1937.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective March 1, 1937 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Eastern Area: Minimum prices for patented gypsum board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. This applies into States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

†(2) Western New York Area: Minimum prices for patented gypsum board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 3 for minimum loads.

†(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above. Each truck delivery of patented gypsum board products at carload prices shall contain a minimum of 7500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

10032 †(4) Detroit Area. Minimum prices for patented gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan.

(5) Miami Area. Minimum prices for patented gypsum plaster lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of

entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10033

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 11, 1937.

Board Prices, Delivered by Truck to Dealers' Warehouses
Board License Bulletin No. 3 (Page 1)—Cancels Board
License Bulletin No. 3—Dated December 29, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products (except 1/4" and 3/8" thickness regular or open edge cutstock plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight exceeds \$2.00 per M sq.ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Catteraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 7 for minimum loads.

1/4" and 3/8" Regular or Open Edge (Cutstock) Plasterboard. Minimum price 1/4" and 3/8" patented regular or open edge gypsum plasterboard delivered by truck to

dealers warehouse in Niagara, Erie, (including town of Gowanda, N.Y.), Monroe and Wayne Counties, New York is \$15.00 per M sq.ft. This price does not apply to 32"x48" cutstock board. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau, and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq.ft.
10034 See paragraph 7 for minimum loads.

1/4" & 3/8" Plasterboard. Minimum price of 1/4" and 3/8" plasterboard (in sizes 16"x32" and 16"x48" only) delivered by truck to dealers warehouse in Kings, Queens, Nassau and Suffolk Counties, New York is \$14.00 per M sq.ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham, Hillsborough and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and State of Rhode Island. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Kent and Provi-

dence Counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., New Castle County, Delaware, the State of Connecticut and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia, New Brighton or Boston mills as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; State of Connecticut; and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Hartford County, Connecticut is \$16.00 per M sq.ft. See paragraph 7 for minimum loads.

(7) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq.ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

10035 (8) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq.ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented

gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(9) Detroit Area. Minimum price patented gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq.ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb county, Michigan.

†(10) Cancelled, effective February 13, 1937.

(11) Miami Area. Minimum prices for patented gypsum lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10036

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 29, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses

Board License Bulletin No. 3 (Page 1)—Cancels Board License Bulletin No. 3 Dated October 27, 1936 and All Supplements Thereto.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective January 1, 1937 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagererty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products (except 1/4" and 3/8" thickness regular or open edge cutstock plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight exceeds \$2.00 per M sq.ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties; New York, also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 7 for minimum loads.

1/4" and 3/8" Regular or Open Edge (Cutstock) Plasterboard. Minimum price 1/4" and 3/8" patented regular or open edge gypsum plasterboard delivered by truck to dealers warehouse in Niagara, Erie, (including town of Gowanda, N.Y.), Monroe and Wayne Counties, New York is \$15.00 per M sq.ft. This price does not apply to 32"x48" cutstock board. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan,

Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau, and Suffolk Counties, N.Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq.ft. 10037 See paragraph 7 for minimum loads.

1/4" & 3/8" Plasterboard. Minimum price of 1/4" and 3/8" plasterboard (in sizes 16"x32" and 16" by 48" only) delivered by truck to dealers warehouse in Kings, Queens, Nassau and Suffolk Counties, New York is \$14.00 per M sq.ft. See paragraph 7 of minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham, Hillsborough and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and State of Rhode Island. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Kent and Providence Counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., New Castle County, Delaware, the State of Connecticut and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia, New Brighton or Boston mills as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; State of Connecticut; and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Hartford County, Connecticut is \$16.00 per M sq.ft. See paragraph 7 for minimum loads.

(7). Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq.ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

10038 (8). Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq.ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(9) Detroit Area. Minimum price patented gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq.ft. gypsum board and/or lath products, or in mixed loads

minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb county, Michigan.

(10) Franklin County (Columbus) Ohio. Minimum price of patented gypsum lath delivered by truck to dealer's warehouse or direct to job within Franklin County, Ohio is same as price for deliveries in carloads by rail. Truck delivery shall be in straight or mixed loads, minimum weight 5 tons, consigned to one destination and invoiced to one account. Gypsum bag goods only may be included with patented gypsum lath to make minimum weight.

†(11) Miami Area. Minimum prices for patented gypsum lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 27, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3 (Page 1)—Cancels Page 1
Dated October 12, 1936.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective October 29, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products (except 1/4" and 3/8" thickness regular or open edge (cutstock plasterboard, see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq.ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 7 for minimum loads.

1/4" and 3/8" Regular or Open Edge (Cutstock) Plasterboard. Minimum price 1/4" and 3/8" patented regular or open edge gypsum plasterboard delivered by truck to dealers warehouse in Niagara, Erie, (including town of Gowanda, N.Y.), Monroe and Wayne counties, New York is \$15.00 per M sq.ft. This price does not apply to 32" x 48" cutstock board. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau, and Suffolk counties, N.Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

10040 5/6" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in

Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per M sq.ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham, Hillsborough and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Kent and Providence Counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin

#1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq.ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price wall-board and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq.ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

†(9) Detroit Area. Minimum price patented gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq.ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb county, Michigan.

†(10) Franklin County (Columbus) Ohio. Minimum price patented gypsum lath delivered by truck to dealer's warehouse or direct to job within Franklin County, Ohio is same as price for deliveries in carloads by rail. Truck

delivery shall be in straight or mixed loads, minimum weight 5 tons, consigned to one destination and invoiced to one account. Gypsum bag goods only may be included with patented gypsum lath to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10042 5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per sq.ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham, Hillsborough and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Kent and Providence Counties, Rhode Island (this product not to be sold in balance of Boston Area)[†] is \$15.00 per M sq.ft. See paragraph 7 for minimum loads.

† Indicates change (to become effective October 23, 1936).

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq.ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq.ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq.ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applied to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto,

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 12, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses
Board License Bulletin No. 3 (Page 1)—Cancels Page 1
Dated September 11, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products (except 1/4" and 3/8" thickness regular or open edge (cutstock) plasterboard, see exceptions below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauquia, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

† 1/4" and 3/8" Regular or Open Edge (Cutstock) Plasterboard. Minimum price 1/4" and 3/8" patented regular or open gypsum plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$15.00 per M sq. ft. This price does not apply to 32" x 48" cutstock board. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G sheathing—see exceptions below) delivered by truck to dealer's warehouse, and \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

† Indicates change.

10044 5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealers warehouse in Kent and Providence Counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$15.00 per M sq. ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware.

† Indicates change (to become effective September 19, 1936).

Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto,

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 11, 1936

Board Prices, Delivered by Truck to Dealers' Warehouses.

—Board License Bulletin No. 3—Cancels Bulletin No. 3
Dated July 23, 1936 and All Supplements Thereto.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective September 15, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products (except 1/4" and 3/8" thickness regular or open edge (cutstock) plasterboard, see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

1/4" and 3/8" Regular or Open Edge (Cutstock) Plasterboard. Minimum price 1/4" and 3/8" patented regular or open edge gypsum plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$15.00 per M sq. ft. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

10046 5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add

\$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 7 for minimum loads.

(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities.. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those

materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(9) Detroit Area. Minimum price patented gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

† Indicates change in this reissue.

10048 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 23, 1936

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—
Dated July 10, 1936

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective July 28, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and

claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse, and \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealer's warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to 10049 Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

†(4) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Mass. See paragraph 7 for minimum loads.

†(5) Southeast New York Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton Mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

†(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

†(7) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum.

(8) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto,

Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

†(9) Detroit Area. Minimum price patented gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

† Indicates change in this reissue.

10050

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 10, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3 (Page 1)—Cancels Page 1
Dated June 2, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective July 13, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse, and \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or Plasterboard products delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq.ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 6 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$20.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars

Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" plasterboard is \$15.00 per M sq. ft. and minimum price of 1/2" sheathing is \$20.47 per M sq. ft., delivered by truck to dealer's warehouse. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard and 1/2" sheathing delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum

straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10052 in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$21.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Philadelphia prices as listed on page one of bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account,

delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wall-board and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" plasterboard is \$15.00 per M sq. ft. and minimum price of 1/2" sheathing is \$20.47 per M sq. ft., delivered by truck to dealer's warehouse. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard and 1/2" sheathing delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10053

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 2, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3 Cancels Bulletin No. 3 Dated
May 4, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective June 4, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight, including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard and 1/2" T&G sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. New Brighton prices as listed on page one of bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$14.68 per M sq. ft. See paragraph 6 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$21.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Philadelphia prices as listed on page one of bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Boston prices as listed on page one of bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or

lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" plasterboard is \$15.00 per M sq. ft. and minimum price of 1/2" sheathing is \$20.47 per M sq. ft., delivered by truck to dealer's warehouse. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard and 1/2" sheathing delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10055

UNITED STATES GYPSUM COMPANY

300 West Adams Street

CHICAGO

MAY 4, 1936

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—

Dated March 30, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective May 7, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying

the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard products (except 5/16" thickness plasterboard) delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$14.68 per M sq. ft. See paragraph 6 for minimum loads.

10056 Minimum price 1/2" Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New

York, is \$21.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area: Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

(5) Boston Area: Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 6 for minimum loads.

(6) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath products consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area: Minimum price wallboard and/or plasterboard products delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area: Minimum price 3/8" plasterboard is \$15.00 per M sq. ft. and minimum price of 1/2" sheathing

is \$20.47 per M sq. ft., delivered by truck to dealer's warehouse. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard and 1/2" sheathing delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Ciason, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10057

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 30, 1936

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3 Dated March 2, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective April 1, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to l.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to

which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

Minimum Price Cutstock Plasterboard delivered by truck to Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, N. Y.: 1/4" and 3/8" thicknesses \$14.50 per M sq. ft. This price does not apply to 32" x 48" board. See paragraph 6 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, surfaced with a weather resisting paper, Tongue and Groove edge, width 24", lengths 6'8" and 8', delivered by truck to dealers warehouse in Erie and Niagara Counties, New York is \$17.00 per M sq. ft. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard (except 5/16" thickness plasterboard) delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" 10058 plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 6 for minimum loads.

Minimum Price 1/2" Gypsum Sheathing, surfaced with a weather resisting paper, Tongue and Groove edge, width

24", lengths 6'8" and 8', delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, is \$17.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area: Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. (Note: Camden County was omitted in error in issue dated February 22, 1936). See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 6 for minimum loads.

(6) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area: Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas,

Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area: Minimum price 3/8" plasterboard delivered by truck to dealer's warehouse \$15.00 per M sq. ft. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Farmington, Clauson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

* Indicates change in this reissue.

10059 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 2, 1936

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—
Dated February 22, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 4, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

†(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

Minimum Price Cutstock Plasterboard delivered by truck to Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, N. Y.: 1/4" and 3/8" thicknesses \$14.50 per M sq. ft. This price does not apply to 32" x 48" board. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard except 5/16" thickness plasterboard (see next par.) delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 6 for minimum loads.

†(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars.

This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties Pennsylvania and Camden County, New Jersey. (Note: Camden County was omitted in error in issue dated February 22, 1936). See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" plasterboard delivered by truck to dealer's warehouse \$15.00 per M sq. ft. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to

dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10061

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 22, 1936.

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—

Dated January 10, 1936 and All Supplements Thereto.

C. NEWMANN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective February 24, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca,

Wyoming, Cattaraugus, Chautauqua, Steuben, and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

Minimum Price Cutstock Plasterboard delivered by truck to Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, N. Y.: 1/4" and 3/8" thicknesses \$14.50 per M sq. ft. This price does not apply to 32" x 48" board. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard except 5/16" thickness plasterboard (see next par.) delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

• 5/16" Plasterboard. Minimum price 5/16" 10062 plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of

Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wall-board and/or plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" plasterboard delivered by truck to dealer's warehouse \$15.00 per M sq. ft. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10063

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 10, 1936

Board Prices, Delivered by Truck to Dealer's Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—
Dated September 17, 1935 and All Supplements Thereto.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum-plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to, Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Steuben, and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

Minimum Price Cutstock Plasterboard delivered by truck to Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne Counties, N. Y.: 1/4" and 3/8" thicknesses \$14.50 per M sq. ft. This price does not apply to 32" x 48" board. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard except 5/16" thickness plasterboard (see next par.) delivered by truck to dealer's warehouse is same as delivered price by rail in

mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

* 5/16" Plasterboard. Minimum price 5/16" plasterboard delivered by truck to dealer's warehouse in Kings and Queens Counties, New York and Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$15.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. and Camden County, N. J. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York county, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 6 for minimum loads.

†(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board

rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

†(8) Detroit Area. Minimum price 3/8" plasterboard delivered by truck to dealer's warehouse \$15.00 per M sq. ft. Minimum price patented gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10065

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 17, 1935

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3—
Dated November 30, 1934 and All Supplements Thereto.

E. S. PITTS,
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which

you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Buffalo-Oakfield Area, as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua and Livingston counties, New York, and Crawford, Erie, McKean and Warren Counties, Pennsylvania. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, and \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See paragraph 5 for Minimum loads.

'Minimum Price Cutstock Plasterboard delivered by truck to Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne Counties, N. Y.: 1/4" and 3/8" thicknesses \$14.50 per M sq. ft. This price does not apply to 32" x 48" board. See paragraph 5 for minimum loads.

(2) Metropolitan New York-New Jersey Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to New York City, also Westchester, Rockland and Nassau and Suffolk Counties, N. Y., also following counties in New Jersey; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean counties. See paragraph 5 for minimum loads.

(3) Philadelphia Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. and Camden County, N. J. See paragraph 5 for minimum loads.

(4) Boston Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's 10066 warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and

Strafford Counties, New Hampshire; York county, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to York County line. See paragraph 5 for minimum loads.

†(5) Minimum Quantities. (Applying to paragraphs 1, 2, 3 and 4 above) 5000 sq. ft. gypsum board and/or lath to one destination only, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(6) Fort Dodge (Iowa) Trucking Area. Minimum price wallboard and/or plasterboard delivered by truck dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story Counties, Iowa.

†(7) Refer to Board License Bulletin No. 1 for differentials applicable on odd sizes and on sales to contractors, roofing contractors and metal ceiling contractors. (Note: Sales to roofing contractors are for specific roof jobs only.)

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10067 Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See paragraph 5 for Minimum loads.

†(5) Minimum Quantities. (Applying to paragraphs 1, 2, 3 and 4 above) 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load $7\frac{1}{2}$ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Only those materials taking regular straight or

mixed carload plaster and board rates may be included with gypsum board and/or lath to make $7\frac{1}{2}$ ton minimum. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Exception (Applying to Metropolitan New York-New Jersey Area only): In mixed truckloads containing minimum 5,000 sq. ft. gypsum board and/or lath products, the $7\frac{1}{2}$ ton minimum need not apply.

(6) Fort Dodge (Iowa) Trucking Area. Minimum price wallboard and/or plasterboard delivered by truck to dealers' warehouse add \$3.00 per M ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pochahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story Counties, Iowa.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10068

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 25, 1934

Board Prices, Delivered by Truck to Dealers' Warehouses.

Board License Bulletin No. 3—Cancels Bulletin No. 3 dated February 4, 1933, and Supplement to Board License Bulletin, dated April 1, 1933.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective May 31, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent

number 1,500,452 and Hite patent number 1,230,297, are as follows:

†(1) Northwestern New York State, as follows: Erie (including the town of Gowanda, New York), Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealers' warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See Paragraph 5 for Minimum loads.

†(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to New York City, also Westchester, Rockland and Nassau and Suffolk counties, N. Y., also following counties in New Jersey; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, and Ocean counties. See Paragraph 5 for Minimum loads.

†(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. and Camden County, N. J. See Paragraph 5 for Minimum loads.

†(4) Boston. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line. See Paragraph 5 for Minimum loads.

†(5) Minimum Quantities. (Applying to paragraph 1, 2, 3, and 4 above) 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load $7\frac{1}{2}$ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Only those materials taking regular straight or mixed carload plaster and board rates may be included with gypsum board and/or lath to make $7\frac{1}{2}$ ton minimum. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

(6) Fort Dodge (Iowa) Trucking Area. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse and \$3.00 per M. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story Counties, Iowa.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10069

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 4, 1933

Board License Bulletin No. 3—Cancels Previous
Bulletin No. 3

Board Prices, Delivered by Truck to Dealers' Warehouses.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Northwestern New York State, as follows: Erie, (including the part of Gowanda, New York, in Cattaraugus County), Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See paragraph 5 for Minimum loads.

No carload quantities delivered by truck except at the single truckload price.

(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to New York City, also Westchester, Rockland and Nassau counties, N. Y.; also Amityville, Huntington, and Cold Springs Harbor in Suffolk county; also following counties in New Jersey: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, and Ocean counties. See Paragraph 5 for Minimum loads.

(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. See Paragraph 5 for Minimum loads.

(4) Boston. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line.

(5) Minimum Quantities. 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load (gypsum board and/or lath and other gypsum materials). 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

These minimums apply to paragraphs 1, 2, 3, and 4 above.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5048

10072

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 10, 1933.

Board License Bulletin No. 3—Cancels Previous Bulletin
No. 3—Board Prices, Delivered by Truck to
Dealers' Warehouses.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Northwestern New York State, as follows: Erie, (including part of Gowanda, N. Y., in Cattaraugus County) Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York, Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See Paragraph 5 for Minimum loads.

No carload quantities delivered by truck except at the single truckload price.

Minimum price for truck deliveries is carload delivered price plus \$2.00 per M sq. ft. for following counties: Chautauqua, Cattaraugus, Alleghany, Steuben, Schuyler, Yates, Chemung, Tompkins, and Cayuga. See paragraph 5 for Minimum loads.

(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to New York City, also Westchester, Rockland and Nassau counties, N. Y.; also Amityville, Huntington, and Cold Springs Harbor in Suffolk county; also following counties in New Jersey: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, and Ocean counties. See Paragraph 5 for Minimum loads.

(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. See Paragraph 5 for Minimum loads.

10073 (4) Boston. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county, Mass., and Rockingham.[†]

(5) Minimum Quantities. 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load (gypsum board and/or lath and other gypsum materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

These minimums apply to paragraphs 1, 2, 3, and 4 above.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10074

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 21, 1932.

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you

and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Northwestern New York State, as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York, Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See Paragraph 5 for Minimum loads.

No carload quantities delivered by truck except at the single truckload price. Minimum price for truck deliveries is carload delivered price plus \$2.00 per M sq. ft. for following counties: Chautauqua, Cattaraugus, Alleghany, Steuben, Schuyler, Yates, Chemung, Tompkins, and Cayuga. See paragraph 5 for Minimum loads.

(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to New York City, also Westchester, Rockland and Nassau counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk county; also following counties in New Jersey: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth and Ocean counties. See Paragraph 5 for Minimum loads.

(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. See paragraph 5 for Minimum loads.

10075 (4) Boston. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass., and that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county.

(5) Minimum Quantities. 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load

(gypsum board and/or lath and other gypsum materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

These minimums apply to paragraphs 1, 2, 3, and 4 above.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10076

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 22, 1932.

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses.

DEAR SIRS: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Northwestern New York State, as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See Paragraph 5 for Minimum loads.

No carload quantities delivered by truck except at the single truckload price.

† Minimum price for truck deliveries is carload delivered price, for following counties: Chautauqua, Cattaraugus, Allegany, Steuben, Schuyler, Yates, Chemung, Tompkins, and Cayuga. See Paragraph 5 for Minimum loads.

(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applied to New York City, also Westchester, Rockland and Nassau counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk county; also following counties in New Jersey: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, and Ocean counties. See Paragraph 5 for Minimum loads.

(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. See Paragraph 5 for Minimum loads.

(4) Boston. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass.; and that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county.

(5) Minimum Quantities. 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load (gypsum board and/or lath and other gypsum materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

These minimums apply to paragraphs, 1, 2, 3, and 4 above.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10078

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 12, 1932.

Board License Bulletin No. 3—Cancels Previous Bulletin
No. 3 and Supplements—Board Prices, Delivered by
Truck to Dealers' Warehouses.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

(1) Northwestern New York State, as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to f.o.b. Oakfield prices shown in bulletin #1. See Paragraph 5 for Minimum loads.

Minimum price for truck deliveries is carload delivered price, for following counties: Chautauqua, Cattaraugus, Allegany, Steuben, Schuyler, Yates, and Cayuga. See Paragraph 5 for minimum loads.

No carload quantities delivered by truck except at the single truckload price.

(2) Metropolitan New York-New Jersey. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applied to New York City, also Westchester, Rockland and Nassau counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk county; also following counties in New Jersey: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, and Ocean counties. See Paragraph 5 for minimum loads.

(3) Philadelphia. Minimum price wallboard and/or plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. See Paragraph 5 for Minimum loads.

(4) Boston. Minimum price wallboard and/or plaster-board delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, 10079 Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass., and that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county.

(5) Minimum Quantities. 5,000 sq. ft. gypsum board and/or lath to one destination only. Minimum mixed load (gypsum board and/or lath and other gypsum materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

These minimums apply to paragraphs 1, 2, 3, and 4 above.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10080

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 27, 1932.

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (Minimum straight load board 5000 sq. ft.; minimum mixed load 7½ tons) into areas described below is regular carload delivered price plus

\$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination.

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Minimum price board delivered in straight truckloads of not less than 5000 sq. ft. to dealer's warehouse into areas described below is regular carload delivered price.

Minimum price of board delivered to dealer's warehouse in mixed truckloads of not less than $7\frac{1}{2}$ tons into area described below is regular carload delivered price. This applies only to those materials taking regular straight or mixed carload plaster and board rates; and to truckloads delivered to one destination.

Buffalo: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Livingston, Chautaugua, Cattaraugus, Allegany, Steuben, Schuyler, Yates, and Cayuga counties, New York.

Metro. N. Y. Area (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Westchester, Rockland and Nassau Counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk County.

New Jersey—Following Counties; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset and Monmouth.

10081 Philadelphia: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa.

Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield:

Following Counties in New Jersey: Sussex, Warren, Hunterdon and Camden.

Following County in New York: Suffolk.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing

before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

† Indicates changes in this reissue.

CFH'

10082

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 24, 1931.

Board License Bulletin No. 3—Cancels Previous Bulletin
No. 3—Board Prices, Delivered by Truck to
Dealers' Warehouses.

American A R Black (John A. Kling, Pres.)
Universal Eugene Holland
Certainteed C. O. Brown (cc—Warren Henley)
Atlantic W. P. Fuller (cc—L. I. Neale)
Ebsary Geo. N. Lenci (cc—Fred Ebsary)
National M. N. Baker
Kelley Pias. Bd. Co. S. J. Kelley

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (minimum straight load board 5000 sq. ft.; minimum mixed load $7\frac{1}{2}$ tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination.

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Detroit: Wayne, Oakland, and Macomb Counties, Michigan.

Minimum price board delivered in straight truckloads of not less than 5000 sq. ft. to dealer's warehouse into areas described below is regular carload delivered price.

Minimum price of board delivered to dealer's warehouse in mixed truckloads of not less than $7\frac{1}{2}$ tons into area described below is regular carload delivered price. This applies only to those materials taking regular straight or mixed carload plaster and board rates; and to truckloads delivered to one destination.

Buffalo: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming and Livingston counties, N. Y.

Metro. N. Y. Area (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Westchester, Rockland and Nassau Counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk County.

New Jersey—Following Counties; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset and Monmouth.

10083 Philadelphia: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa.

Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Following Counties in New Jersey: Sussex, Warren, Hunterdon and Camden.

Following County in New York: Suffolk.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually re-

ceived and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

† Indicates changes in this reissue.

CFH

10084

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 2, 1931.

**Board License Bulletin No. 3—Cancels Previous Bulletin
No. 3—Board Prices, Delivered by Truck to
Dealers' Warehouses.**

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (Minimum straight load board 5000 sq. ft.; minimum mixed load $7\frac{1}{2}$ Tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination.

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Detroit: Wayne, Oakland, and Macomb Counties, Michigan.

Minimum price board delivered in straight truckloads of not less than 5000 sq. ft. to dealer's warehouse into areas described below is regular carload delivered price.

Minimum price of board delivered to dealer's warehouse in mixed truckloads of not less than $7\frac{1}{2}$ tons into area described below is regular carload delivered price. This applies only to those materials taking regular straight or mixed carload plaster and board rates; and to truckloads delivered to one destination.

Buffalo: Erie, Niagara, Orleans, Genesee, and Monroe counties, N. Y.

Metro. N. Y. Area. (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Westchester, Rockland and Nassau Counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk County.

New Jersey—Following Counties: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset and Monmouth.

Philadelphia: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa.

10085 Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Following Counties in New Jersey: Sussex, Warren, Hunterdon and Camden.

Following County in New York: Suffolk.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing

before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

† Indicates changes in this reissue.

CFH'

10086

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 18, 1931.

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvement set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (Minimum straight load board 5000 sq. ft.; minimum mixed load $7\frac{1}{2}$ Tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination.[†]

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Detroit: Wayne, Oakland, and Macomb Counties, Michigan.

Minimum price board delivered in straight truckloads of not less than 5000 sq. ft. to dealer's warehouse into areas described below is regular carload delivered price.

Minimum price of board delivered to dealer's warehouse in mixed truckloads of not less than $7\frac{1}{2}$ tons into area described below is regular carload delivered price. This applies only to those materials taking regular straight or mixed carload plaster and board rates; and to truckloads delivered to one destination.

Buffalo: Erie, Niagara, Orleans, Genesee, and Monroe counties, N. Y.[†]

Metro. N. Y. Area. (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Westchester, Rockland and Nassau Counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk County.[†]

New Jersey—Following Counties: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex.[†]

Philadelphia: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa.[†]

10087 Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Following Counties in New Jersey: Sussex, Warren, Hunterdon, Mercer, Somerset and Camden.[†]

Following County in New York: Suffolk.[†]

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually

received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

† Indicates changes in this reissue.

CFH'

10088

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 27, 1931

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (Minimum load $7\frac{1}{2}$ tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates: and to truckloads delivered to one destination. ($\frac{1}{4}$ " Plasterboard same price as $\frac{3}{8}$ " Plasterboard delivered truckloads).

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Philadelphia: Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, Pa.

Detroit: Wayne, Oakland, and Macomb, Counties, Michigan.

Buffalo: Niagara and Erie Counties, New York.

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse. (Minimum load $7\frac{1}{2}$ tons) into areas described below is regular carload delivered price this applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination. (1/4" Plasterboard same prices as 3/8" Plasterboard delivered truckloads).†

Metro. N. Y. Area (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond); also Nassau, Westchester and Rockland Counties, N. Y.†

New Jersey—Following Counties: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Monmouth, and Somerset.

10090 Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below.†

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Following Counties in New Jersey: Sussex, Warren, Hunterdon, Mercer, Ocean, Burlington, Camden, Atlantic, Gloucester, Salem, Cumberland, and Cape May.†

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually

received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

† Indicates changes in this reissue.

CFH

SEPTEMBER 4, 1931.

Board License Bulletin No. 3—Cancels Previous Bulletin No. 3—Board Prices, Delivered by Truck to Dealers' Warehouses.

MR. S. J. KELLEY, Pres.,
Kelley Plasterboard Co.,
Delawanna, New Jersey.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in straight or mixed truckloads to dealer's warehouse (Minimum load $7\frac{1}{2}$ tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination. ($\frac{1}{4}$ " Plasterboard same price as $\frac{3}{8}$ " Plasterboard delivered truckloads).

Boston: Essex, Middlesex, Suffolk, and Norfolk Counties, Massachusetts.

Detroit: Wayne, Oakland, and Macomb Counties, Michigan.

Buffalo: Niagara and Erie Counties, New York;

Minimum price board delivered in straight truckloads of not less than 5000 sq. ft. to dealer's warehouse into areas described below is regular carload delivered price.[†]

Minimum price of board delivered to dealer's warehouse in mixed truckloads of not less than $7\frac{1}{2}$ tons into area described below is regular carload delivered price. This applies only to those materials taking regular straight or mixed carload plaster and board rates; and to truckloads delivered to one destination. (See Exception* Phila.)[†]

$1\frac{1}{4}$ " Plasterboard same price as $3\frac{3}{8}$ " Plasterboard delivered truckloads.

Metro. N. Y. Area (Consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Nassau, Westchester and Rockland Counties, N. Y.

10089 New Jersey—Following Counties: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Monmouth, and Somerset.

*Philadelphia—Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, Pa.

*Exception—Minimum mixed load 5 tons.

Board delivered by truck, carload quantities (Straight or Mixed Cars) into area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered prices. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Following Counties in New Jersey: Sussex, Warren, Hunterdon, Mercer, Ocean, Burlington, Camden, Atlantic, Gloucester, Salem, Cumberland, and Cape May.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.....

† Indicates change, in this reissue.

CFH:CH

10091

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 25, 1931.

Board License Bulletin No. 3—Cancels Previous Bulletin
No. 3—Board Prices, Delivered by Truck to
Dealers' Warehouses

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective June 1st, 1931, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered in mixed truckloads to dealer's warehouse (Minimum load $7\frac{1}{2}$ Tons) into areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination. (1/4" Plasterboard same price as 3/8" Plasterboard delivered truckloads).

Metro. N. Y. Area (consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond); Nassau and Westchester counties, N. Y.

New Jersey—Following counties; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Monmouth, and Somerset.[†]

Boston: Essex, Middlesex, Suffolk, and Norfolk counties, Massachusetts.[†]

Philadelphia: Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa.[†]

Detroit: Wayne, Oakland, and Macomb, counties, Michigan.[†]

Buffalo: Niagara and Erie counties, N. Y.

Board delivered by truck, carload quantities (Straight or Mixed Car), Metro. N. Y. and area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

10092 Area: Metro. New York (Consisting of Bronx, Manhattan, Queens, Brooklyn, and Richmond);

New York Counties: Nassau, Westchester, and Rockland.

New Jersey: Entire State.

Prices shall apply to all shipments made after June 1st except only upon bona fide orders actually received and accepted by you at your home office in writing before June 1st and shipped by you within ten days after June 1st.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

CFH'

5068

10093

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 21, 1931.

Board License Bulletin No. 3—Board Prices, Delivered by
Truck to Dealers' Warehouses

American A. R. Black (John A. Kling, Pres.)
Universal Eugene Holland
Certainteed C. O. Brown (cc—Warren Henley)
Atlantic W. P. Fuller (cc—L. I. Neale)
Ebsary Geo. N. Lenci (cc—Fred Ebsary)
National M. N. Baker
Kelley Plas, Bd. Co. S. J. Kelley

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices now in effect at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum price board delivered to dealer's warehouse (Minimum load $7\frac{1}{2}$ Tons) into specific areas described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard: ($\frac{1}{4}$ " Plasterboard same price as $\frac{3}{8}$ " Plasterboard delivered truckloads)

Boston: Essex, Middlesex, Suffolk, and Norfolk counties, Massachusetts.

Philadelphia: Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa.

Detroit: Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county; and Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Buffalo: Niagara and Erie counties, N. Y.

Minimum price board delivered in mixed truckloads to dealer's warehouse (Minimum load $7\frac{1}{2}$ Tons) into areas

described below is regular carload delivered price plus \$2.00 per M sq. ft. for wallboard and plus \$1.00 per M sq. ft. for plasterboard. This applies only to those materials taking regular straight or mixed-car plaster and board rates from Oakfield; and to truckloads delivered to one destination. (1/4" Plasterboard same price as 3/8" Plasterboard delivered truckloads)

Metro. N. Y. Area (consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond); Nassau and Westchester Counties, N. Y.

10094 New Jersey—Following counties and towns: Counties; Hudson, Essex, Union, Bergen, Passaic, and Morris.

Following towns in Middlesex county; N. J.:

Avenel	Sewaren	Perth Amboy	New Market
Cartaret	South River	Roosevelt	Nixon
Cheesequake	Highland Park	South Amboy	Oak Tree
Chrome	Iselin	Stelton	Oldbridge
Dunëllin	Keasbey	Metucheon	Saysville
Fords	Lincoln	Middlesex	So. Plainfield
Parlin	Maurer	Milltown	Woodbridge
Port Reading	Menlo Park	New Brunswick	

Following towns in Monmouth County, N. J.: Matawan and Keyport.

Board delivered by truck, carload quantities (Straight or Mixed Car): Metro. N. Y. and area described below:

The minimum price of gypsum board included in carload quantities (minimum 40,000 lbs. in three truckloads to single destination within 48 hours) delivered by truck into area described below shall be the regular carload delivered price. This applies only to those materials taking regular straight or mixed car plaster and board rates from Oakfield.

Area: Metro. New York (consisting of Bronx, Manhattan, Queens, Brooklyn, and Richmond):

New York Counties: Nassau, Westchester, and Rockland.

New Jersey—Entire State.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually

received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

This bulletin cancels all previous bulletins.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice-President in Charge of Sales.

CFH

10095

Government's Exhibit No. 36

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939.

Application of Prices—Board License Bulletin No. 4
(Page 1)—Cancels Bulletin No. 4 Dated June 12, 1937

C. N. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), are as follows:

The minimum prices named in Bulletins 1, 2 and 3 apply (except where otherwise specified) to sales of patented gypsum board products in sizes suitable for use in construction and regularly manufactured and offered for sale for use in construction, which products are sometimes referred to herein as standard size products. Such sizes are now as follows:

Thickness & Width

Lengths

(1) Square Edge Wallboard:

1/4" x 32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 36"	8'-9' and 10'

(2) T&G Edge Wallboard

1/2" x 36" or 48" 8'-9" and 10'

(3) T&G Edge Sheathing

1/2" x 24" 6' 8" and 8'

(4) Plaster Lath

3/8" x 16" 32" - 36" and 48"

1/2" x 16" 32" - 36" and 48"

(5) Liner Board

1/4" x 24" 32" and 48"

1/4" x 32" 36"

1/4" x 32" 48" (Grey surfaced and round edged)

3/8" x 24" 32" and 48"

3/8" x 32" 36"

3/8" x 32" 48" (Grey surfaced and round edged)

1/2" x 24" 32" and 48"

1/2" x 32" 36"

1/2" x 32" 48" (Grey surfaced and round edged)

(6) Special Liner Board for Use on Specific Roof Jobs

3/8" x 32" or 36" 48"

1/2" x 32" or 36" 48"

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 12, 1937.

Board License Bulletin No. 4—(Page 1)—Cancels Page 1
Dated May 7, 1937.

MR. C. NEWMAN
Clerk,
General Sales.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective June 17, 1937 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452, are as follows:

Standard sizes are as follows:

Thickness & Width	Lengths
-------------------	---------

(1) Square Edge Wallboard:

1/4" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/4" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 36"	8'-9' and 10'
1/2" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/4" x 48"	4' and 8'.

(2) T&G Edge Wallboard:

1/2" x 36"	8'-9' and 10'
1/2" x 48"	8'-9' and 10'

(3) T&G Edge Sheathing:

1/2" x 24"	6' 8" and 8'
------------	--------------

- (4) Plaster Lath (may be either cutstock or grey surfaced and round edged):

3/8" x 16" 32" 36" and 48"

1/2" x 16" 32" 36" and 48"

- (5) Liner Board (may be either cutstock or grey surfaced and round edge unless otherwise indicated).

1/4" x 24" 32" and 48"

1/4" x 32" 36"

1/4" x 32" 48" (grey surfaced and round edged only)

3/8" x 24" 32" and 48"

3/8" x 32" 36"

3/8" x 32" 48" (grey surfaced and round edged only)

1/2" x 24" 32" and 48"

1/2" x 32" 36"

1/2" x 32" 48" (grey surfaced and round edged only)

- (6) Special Liner Board for use on specific roof jobs only (may be either cutstock or grey surfaced and round edged):

3/8" x 32" 48"

3/8" x 36" 48"

1/2" x 32" 48"

1/2" x 36" 48"

10097

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates changes in this reissue.

10098

UNITED STATES GYPSUM COMPANY

300 West Adams Street

CHICAGO

MAY 7, 1937.

Board License Bulletin No. 4—(Page 1)—Cancels Page 1
Dated February 24, 1937.

C. NEWMAN

DEAR SIR: Referring to our license contract with you,
you are hereby notified that effective May 11, 1937 the

minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes are as follows:

Thickness & Width

Lengths

(1) Square Edge Wallboard:

1/4" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/4" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
5/16" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
5/16" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 36"	8'-9' and 10'
1/2" x 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/4" x 48"	4' and 8'

(2) T&G Edge Wallboard:

1/2" x 36"	8'-9' and 10'
1/2" x 48"	8'-9' and 10'

(3) T&G Edge Sheathing:

1/2" x 24"	6' 8" and 8'
------------	--------------

(4) Plaster Lath (may be either cutstock or grey surfaced and round edged):

3/8" x 16"	32"-36" and 48"
1/2" x 16"	32"-36" and 48"

(5) Liner Board (may be either cutstock or grey surfaced and round edge unless otherwise indicated).

1/4" x 24"	32" and 48"
1/4" x 32"	36"

† Indicates change.

10099

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

Board License Bulletin No. 4—Cancels Bulletin No. 4
Dated March 3, 1936.

C. N. NEWMAN
Ofc

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective March 1, 1937 the minimum prices at which you may sell gypsum wall board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite number 1,230,297, are as follows:

Standard sizes are as follows:

Thickness & Width	Lengths
(1) Square Edge Wallboard:	
1/4" x 32".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/4" x 48".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
5/16" x 32".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
5/16" x 48".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 32".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8" x 48".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 32".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2" x 36".....	8'-9' and 10'
1/2" x 48".....	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/4" x 48".....	4' and 8'.

(2) T&G Edge Wallboard:

1/2" x 36".....	8'-9' and 10'
1/2" x 48".....	8'-9' and 10'

(3) T&G Edge Sheathing:

1/2" x 24".....	6' 8" and 8'
-----------------	--------------

(4) Plaster Lath (may be either cutstock or grey surfaced and round edged):

3/8" x 16".....	32"-36" and 48"
-----------------	-----------------

†(5) Liner Board (may be either cutstock or grey surfaced and round edge unless otherwise indicated).

1/4" x 24".....	32" and 48"
1/4" x 32".....	36"
10100 1/4" x 32".....	48" (grey surfaced and round edged only)
3/8" x 24".....	32" and 48"
3/8" x 32".....	36"
3/8" x 32".....	48" (grey surfaced and round edged only)
1/2" x 24".....	32" and 48"
1/2" x 32".....	36"
1/2" x 32".....	48" (grey surfaced and round edged only)

†(6) Special Liner Board for use on specific roof jobs only (may be either cutstock or grey surfaced and round edged):

3/8" x 32".....	48"
3/8" x 36".....	48"
1/2" x 32".....	48"
1/2" x 36".....	48"

Very truly yours,
UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates changes in this reissue.

10101 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 3, 1936

Board License Bulletin No. 4—Cancels Bulletin No. 4—
Dated February 22, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes of patented gypsum wallboard and plasterboard are as follows: (Minimum prices on patented board and lath apply on standard sizes only).

(1) for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Thicknesses Lath (or Cutstock) and Square Edge Wallboard:

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:											
16"	L	L	L	—	—	—	—	—	—	—	—
24"	L	—	L**	—	—	—	—	—	—	—	—
32"	—	L	W#	W	W	W	W	W	W	W	W
†36"	—	—	W#	—	—	—	W*	W*	W*	—	—
48"	—	—	W	W	W	W	W	W	W	W	W

(2) for $\frac{5}{16}$ " Thickness Square Edge Wallboard: same as for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Square Edge Wallboard.

(3) for $\frac{5}{16}$ " Thickness Lath: 16" x 32" and 16" x 48", only. This item for shipment into markets as described in Bulletin No. 1 only.

(4) for $\frac{1}{2}$ " Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(5) for $\frac{1}{2}$ " Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9', & 10' only.

(6) for $\frac{3}{4}$ " Thickness Lath: 16" x 48" only.

(7) for $\frac{3}{4}$ " Thickness Square Edge Wallboard: 48" wide x 8', 9' and 10' only.

L Lath.

W Wallboard.

*† 36" Width Square Edge Wallboard in 8', 9' & 10' lengths is standard width for $\frac{1}{2}$ " thickness only.

** 24" x 48" Open Edge (Cutstock) Gypsum Board: Plasterboard price applies, except: (See Bulletins No. 1 & No. 2 for exceptions).

32" x 48" Gypsum Board: Wallboard price applies in all areas, except: (See Bulletins No. 1 & No. 2 for exceptions).

36" x 48" Gypsum Board: Wallboard price applies, except: (See Bulletins No. 1 and No. 2 for exceptions).

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

5078

10102

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 22, 1936

Board License Bulletin No. 4—Cancels Bulletin No. 4—
Dated September 17, 1935.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes of patented gypsum wallboard and plasterboard are as follows: (Minimum prices on patented board and lath apply on standard sizes only).

(1) for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Thicknesses Lath (or Cutstock) and Square Edge Wallboard:

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:											
16"	L	L	L	—	—	—	—	—	—	—	—
24"	L	—	L	—	—	—	—	—	—	—	—
32"	—	L	W#	W	W	W	W	W	W	W	W
36"	—	—	W#	—	—	—	W	W	W	—	—
48"	—	—	W	W	W	W	W	W	W	W	W

(2) for $\frac{5}{16}$ " Thickness Square Edge Wallboard: same as for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Square Edge Wallboard.

(3) for $\frac{5}{16}$ " Thickness Lath: 16" x 32" and 16" x 48" only. This item for shipment into markets as described in Bulletin No. 1 only.

(4) for $\frac{1}{2}$ " Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(5) for $\frac{1}{2}$ " Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9', & 10' only.

(6) for $\frac{3}{4}$ " Thickness Lath: 16" x 48" only.

(7) for $\frac{3}{4}$ " Thickness Square Edge Wallboard: 48" wide x 8', 9' and 10' only.

L Lath.

W Wallboard.

* 24" x 48" Open Edge (Cutstock) Gypsum Board: Plasterboard price applies, except: (See Bulletins No. 1 and No. 2 for exceptions).

32" x 48" Gypsum Board: Wallboard price applies in all areas, except: (See Bulletins No. 1 and No. 2 for exceptions).

36" x 48" Gypsum Board: Wallboard price applies, except: (See Bulletins No. 1 and No. 2 for exceptions).

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10103 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 17, 1935.

Board License Bulletin No. 4—Cancels Bulletin No. 4—
Dated May 17, 1935.

E. S. PITTS,
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes of patented gypsum wallboard and plasterboard are as follows: (Minimum prices on patented board and lath apply on standard sizes only).

(1) for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Thicknesses Lath (or Cutstock) and Square Edge Wallboard:

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:											
16"	L	L	L	—	—	—	—	—	—	—	—
24"	L	—	L*	—	—	—	—	—	—	—	—
32"	—	L	W#	W	W	W	W	W	W	W	W
36"	—	—	W#	—	—	—	W	W	W	W	—
48"	—	—	W	W	W	W	W	W	W	W	W

(2) for 5/16" Thickness Square Edge Wallboard: same as for 1/4"—3/8"—1/2" Square Edge Wallboard.

(3) for 1/2" Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(4) for 1/2" Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9', and 10' only.

(5) for 3/4" Thickness Lath: 16" x 48" only.

(6) for 3/4" Thickness Square Edge Wallboard: 48" wide x 8', 9', and 10' only.

* L Lath.

W Wallboard.

†* 24" x 48" Open Edge (Cutstock) Gypsum Board: Plasterboard price applies, except: (see Bulletins No. 1 and No. 2 for exceptions).

†# 32" x 48" Gypsum Board: Wallboard price applies in all areas, except: (See Bulletins No. 1 and No. 2 for exceptions).

†# 36" x 48" Gypsum Board: Wallboard price applies, except: (See Bulletins No. 1 and No. 2 for exceptions).

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10104

UNITED STATES GYPSUM COMPANY

300 West Adams Street

CHICAGO

MAY 17, 1935

Board License Bulletin No. 4—Cancels Bulletin No. 4—

Dated April 26, 1935.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard

and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes of patented gypsum wallboard and plasterboard are as follows: (Minimum prices on patented board and lath apply on standard sizes only).

(1) for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Thicknesses Lath (or Cutstock) and Square Edge Wallboard:

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:											
16"	L	L	L	—	—	—	—	—	—	—	—
24"	L	—	L*	—	—	—	—	—	—	—	—
32"	—	L	W#	W	W	W	W	W	W	W	W
36"	—	—	W#	—	—	—	W	W	W	—	—
48"	—	—	W	W	W	W	W	W	W	W	W

(2) for $\frac{5}{16}$ " Thickness Square Edge Wallboard: same as for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Square Edge Wallboard.

(3) for $\frac{1}{2}$ " Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(4) for $\frac{1}{2}$ " Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9' and 10' only.

(5) for $\frac{3}{4}$ " Thickness Lath: 16" x 48" only.

(6) for $\frac{3}{4}$ " Thickness Square Edge Wallboard: 48" wide x 8', 9', and 10' only.

L Lath.

W Wallboard.

* 24" x 48" Open Edge (Cutstock) Gypsum Board: Plasterboard price applies, except (see Bulletin No. 1) for shipment of $\frac{1}{4}$ " and $\frac{3}{8}$ " thicknesses into states of Kansas, Missouri, Oklahoma, Arkansas, Mississippi and Alabama.

32" x 48" Gypsum Board: Wallboard price applies in all areas, except: (See Bulletin No. 1 for exceptions).

36" x 48" Gypsum Board: Wallboard price applies in all states, except to gypsum roofing contractors for use on specific gypsum roof jobs where plasterboard price applies.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

5082

10105

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 26, 1935

Board License Bulletin No. 4—Cancels Bulletin No. 4—
Dated April 24, 1935.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes of patented gypsum wallboard and plasterboard are as follows: (Minimum prices on patented board and lath apply on standard sizes only).

(1) for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Thicknesses Lath (or Cutstock) and Square Edge Wallboard:

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:											
16"	L	L	L	—	—	—	—	—	—	—	—
24"	L	—	L	—	—	—	—	—	—	—	—
32"	—	L	W#	W	W	W	W	W	W	W	W
36"	—	—	W#	—	—	—	W	W	W	—	—
48"	—	—	W	W	W	W	W	W	W	W	W

(2) for $\frac{5}{16}$ " Thickness Square Edge Wallboard: same as for $\frac{1}{4}$ "— $\frac{3}{8}$ "— $\frac{1}{2}$ " Square Edge Wallboard.

(3) for $\frac{1}{2}$ " Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(4) for $\frac{1}{2}$ " Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9' and 10' only.

(5) for $\frac{3}{4}$ " Thickness Lath: 16" x 48" only.

(6) for $\frac{3}{4}$ " Thickness Square Edge Wallboard: 48" wide x 8', 9' and 10' only.

(2) for 5/16" Thickness Square Edge Wallboard: same as for 1/4"—3/8"—1/2" Square Edge Wallboard.

(3) for 1/2" Thickness T&G Edge Sheathing: 24" wide x 6'8" and 8' only.

(4) for 1/2" Thickness T&G Edge Wallboard: 36" or 48" wide x 8', 9' and 10' only.

(5) for 3/4" Thickness Lath: 16" x 48" only.

(6) for 3/4" Thickness Square Edge Wallboard: 48" wide x 8', 9' and 10' only.

L Lath

W Wallboard

32" x 48" Gypsum Board: Wallboard price applies in all areas, except: (See Bulletin No. 1 for exceptions).

36" x 48" Gypsum Board: Wallboard price applies in all states, except to gypsum roofing contractors for use on specific gypsum roof jobs where plasterboard price applies.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10107

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 5, 1933

Board License Bulletin No. 4—Cancels Previous Bulletin
No. 4 of March 31, 1933

DEAR SIR; Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Lengths:	32"	36"	48"	5'	6'	7'	8'	9'	10'	11'	12'
Widths:	L	L	L	—	—	—	—	—	—	—	—
16"	L	—	L	—	—	—	—	—	—	—	—
24"	L	—	L	—	—	—	—	—	—	—	—
32"	—	L	W #	W	W	W	W	W	W	W	W
36"	—	—	W #	—	—	—	W*	W*	W*	—	—
48"	—	—	W	W	W	W	W	W	W	W	W

L Lath.

W Wallboard (Wallboard sizes other than these are special).

* Standard Size in 1/2" Tongue & Groove Only.

32" x 48" Gypsum Board: Wallboard price applies in all areas, except to gypsum roofing contractors for use on specific gypsum roof jobs where plasterboard price applies; and in the states of Illinois, Indiana, Ohio, Pennsylvania, New York, New Jersey, Kentucky, West Virginia and Lower Michigan, grey surfaced and round edged 32" x 48" board is subject to plasterboard price.

36" x 48" Gypsum Board: Wallboard price applies in all states, except to gypsum roofing contractors for use on specific gypsum roof jobs where plasterboard price applies.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10108

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 31, 1933.

Board License Bulletin No. 4—Cancels Previous
Bulletin No. 4

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effectively immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Wallboard: Thickness: $1/4''$, $3/8''$ and $3/4''$

Width: 32" or 48"

Length: 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Thickness: $1/2''$

Width: 24", 32", 36", and 48"

Length: 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Exception: 24" x 4' is a Plasterboard size.

Plasterboard: Dimensions: Thickness, $1/4''$, $3/8''$ and $1/2''$;

16" x 32"

16" x 36"

16" x 48"

24" x 48"

32" x 36"

36" x 48"

24" x 32"

48" x 32"

See bulletin 1, page 2, paragraphs 1 and 2.[†]

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

[†] Indicates change in this reissue.

10109

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 12, 1932

Board License Bulletin No. 4—Cancels Previous
Bulletin No. 4

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices now in effect at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed

(not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Wallboard: Thickness: $1/4''$, $3/8''$ and $3/4''$

Width: $32''$ or $48''$

Length: 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Thickness: $1/2''$

Width: $24''$, $32''$, $36''$, and $48''$

Length: 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Plasterboard: Dimensions: Thickness, $1/4''$, $3/8''$ and $1/2''$;

$16'' \times 32''$

$16'' \times 36''$

$16'' \times 48''$

$24'' \times 48''$

$32'' \times 36''$

$36'' \times 48''$

$24'' \times 32''$

$48'' \times 32''$

Standard sizes for plasterboard in certain territories only.

Exception: (See bulletin 1 page 2 note *). $36'' \times 48''$ in any case is standard size for use on specific roof jobs only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5088

10110

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 28, 1931.

Board License Bulletin No. 4—Cancels Previous
Bulletin No. 4

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices now in effect at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Wallboard: Thickness: $1/4''$, $3/8''$ and $3/4''$

Width, 33" or 48"

Length, 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Thickness: $1/2''$

Width, 24", 32", 36", and 48".

Length, 4', 5', 6', 7', 8', 9', 10', 11' and 12'.

Plasterboard: Dimensions.

16" x 32"

48" x 32" Roof

16" x 48"

16" x 36"

32" x 36"

24" x 48"

24" x 32"

36" x 48" Plasterboard size for use on specific roof jobs only.

Thickness: $1/4''$, $3/8''$, and $1/2''$.

Very truly yours,

UNITED STATES GYPSUM COMPANY.

Vice President in Charge Sales.

† Indicates change in this revision.

C F H

10111

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

August 21, 1931.

Board License Bulletin No. 4—Cancels Previous Bulletin
No. 4.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices now in effect at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Wallboard: Thickness: $1/4"$, $3/8"$ and $3/4"$
Width, 32" or 48"
Length, 4', 5', 6', 7', 8', 9', 10', 11', and 12'.

Thickness: $1/2"$.
Width, 24", 32", 36" and 48"†
Length, 4', 5', 6', 7', 8', 9', 10', 11' and 12'.

Plasterboard: Dimensions

16" x 32"	48" x 32"
16" x 48"	16" x 36"†
32" x 36"	24" x 48"†
24" x 32"	

Thickness: $1/4"$, $3/8"$, and $1/2"$.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President in Charge Sales

† Indicates change in this reissue.

5090

10112 . UNITED STATES GYPSUM COMPANY

JULY 21, 1931,

Board License Bulletin No. 4—Cancels Previous
Bulletin No. 4.

DEAR SIRS: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices now in effect at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Standard sizes (Minimum prices on patented board apply on standard sizes only)

Wallboard: Width, 32" or 48"

Length, 4', 5', 6', 7', 8', 9', 10', 11',
and 12'.

Thickness: 1/4", 3/8", 1/2", and
3/4".

Plasterboard: Dimensions

16" x 32"

16" x 48"

32" x 36"

24" x 32"

48" x 32"

Thickness: 1/4", 3/8", and 1/2".

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice-President in Charge Sales

CH

10113

Government's Exhibit No. 37

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939

Effective Date of Minimum Prices—Rebates—Board
License Bulletin No. 5 (Page 1)—Cancels Bulletin
No. 5—Dated February 24, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), are as follows:

Advances in Minimum Price.

In the event of an increase in the minimum prices of patented gypsum board products, the advanced minimum prices shall apply to all shipments made after the effective date of the price increase, except that in the following cases the minimum price shall be the minimum price in effect immediately prior to such increase:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) On sales of gypsum plaster lath to dealers for any specific job requiring not less than the minimum carload quantity of plaster lath (each building of a project to be considered as a separate specific job hereunder); and

On sales of gypsum wallboard or gypsum liner to gypsum roofing contractors for specific gypsum roof jobs; and

On sales of gypsum wallboard, gypsum sheathing or gypsum liner board to dealers for specific industrial housing projects; and

On sales of gypsum wallboard, gypsum sheathing or gypsum liner on direct bids to the federal government for specific federal government jobs;*

But only where the general contract for such specific job is awarded prior to the effective date of the price increase, or where the dealer (or contractor on specific roof jobs) has made a written quotation on such job prior to the effective date of the price increase, and providing the 10114 order is placed by such dealer or contractor and accepted by the licensee within 30 days, on private jobs, and 60 days on federal government jobs, after the effective date of the price increase.

(3) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee, prior to the effective date of price increase.

Decreases in Minimum Price

In the event of a decrease in the minimum prices of the patented gypsum board products, the new and lower minimum prices shall apply to all sales and shipments made after the effective date of the decrease in minimum price, including all orders for the patented gypsum board products on file at the time of decrease in minimum prices, and also shipments in transit; but licensee must be prepared to furnish licensor with satisfactory evidence of the fact that the shipment was actually in transit and not delivered when the price decrease became effective. Carrier's freight bill will be accepted as evidence of that fact.

Rebates, Allowances, Etc.

Any sale of patented products, though ostensibly made at or above the minimum price established by licensor, will nevertheless be considered a violation of the provisions of the license if licensee directly or indirectly reduces the actual price charged by licensee below such minimum price by granting the customer rebates, unearned or unwar-

* Note: A Federal Government job is one where the Federal Government lets the contract to a general contractor or places an order directly with licensee.

ranted refunds, credits or discounts, by reducing the price of other products, by hiring customers' trucks, by granting allowances for advertising or other purposes, by splitting of salesmen's compensation or commissions with customers, by overshipment of patented products, by including board under the guise of dunnage, or by making any other payment or allowance in the form of money or otherwise which has for its purpose and effect reducing the price charged by licensee below such minimum price.

Very truly yours;

UNITED STATES GYPSUM COMPANY

Vice President.

10115

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

Conditions of Sale—Board License Bulletin No. 5

Cancels Bulletin No. 5 (Page 1)

Dated March 14, 1936

C. N. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 1, 1937 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Duration of Quotations and Specific Job Protection

Price Advances:

In the event of an increase in the minimum prices of patented gypsum board products, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase. Exception: Bona fide orders for discontinued types of patented gypsum board for dealers' stocks, received and accepted by you at your home office in writing with one week from date of discontinuance, for shipment within two weeks from the date of discontinuance, may be invoiced at minimum prices in effect at time of discontinuance.

(2) For gypsum plaster lath on any specific job requiring not less than a minimum carload quantity of plaster lath (28,600 sq. ft.), where the general contract for such specific job is awarded prior to the effective date of the price increase, or where the dealer has made a written quotation on such job prior to the effective date of the price increase, and providing order for gypsum plaster lath is immediately placed by dealer and accepted by licensee within 30 days on private jobs, 60 days on Federal Government jobs after the effective date of price increase. Each building of a project shall be considered as a separate specific job hereunder, subject to minimum requirement of carload quantity (28,600 sq. ft.) for each such building. Exception: Minimum quantity for each specific job on 5/16" plaster lath shall be 34,000 sq. ft.

(3) For gypsum wallboard or gypsum liner on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to the effective date of the price increase, or on which contractor has made written quotation prior to the effective date of the price increase, and providing order for gypsum wallboard or gypsum liner is immediately placed by contractor 10116 and accepted by licensee within 30 days on private jobs, 60 days on Federal Government jobs after the effective date of price increase.

(4) (a) For gypsum wallboard and gypsum sheathing on direct bids to the federal government for specific federal government jobs on which the general contract is awarded prior to the effective date of price increase, or on which written bid is made by licensee prior to the effective date of price increase, provided order for gypsum wallboard or gypsum sheathing is immediately placed by the federal government and accepted by licensee within sixty days after the effective date of price increase.

(b) For gypsum wallboard, gypsum sheathing or gypsum liner board on specific industrial housing projects on which the general contract is awarded prior to the effective date of price increase; or on which the dealer has made a written quotation prior to the effective date of the price increase, and provided order for gypsum wallboard, gypsum sheathing or gypsum liner board is immediately placed by the dealer and accepted by licensee within thirty days from effective date of the price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee, prior to the effective date of price increase.

Price Decreases:

In the event of a decrease in the minimum prices of patented gypsum board products, all orders on file shall be invoiced at the new and lower prices. Shipments in transit shall be invoiced at the reduced prices, provided carrier's expense bill is presented by customer, as evidence that shipment actually was in transit and not delivered when the price decrease became effective.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|-----------------|
| 1. Agricultural | 6. Justice |
| 2. Bureau of Indian Affairs | 7. Labor |
| 3. Coast Guard | 8. Marine Corps |
| 4. Commerce | 9. Navy |
| 5. Interior | 10. Post Office |

11. State
 (**) 12. Treasury
 13. Veterans' Bureau
 (*) CCC Camps:
 (Gypsum Wallboard)
- (*) 14. War (Including CCC Camps)
 15. District of Columbia

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured) the minimum price of gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where less carload quantities of gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

(**) WPA Projects.

(a) State Projects. On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on State WPA projects, the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Patented gypsum board products for State WPA projects when specified in quantities not for shipment in carloads as above outlined, or when State WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

(b) Federal Projects. On purchases by the Procurement Division or Resettlement Purchase Section of the

Treasury Department (to be invoiced direct to the Federal Government) for use on Federal WPA projects; the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads for delivery at railhead shall be the regular dealer carload delivered price less 2% cash discount on gross amount. For delivery to project site, the minimum quoted price of patented gypsum wallboard and/or lath shall be the regular dealer carload delivered price f.o.b. cars at railhead specified in bid form, plus \$1.00 per M sq. ft., less 2% cash discount on gross amount.

The classification "Federal Government" does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by licensor for patented board and/or lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented board and/or lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason
 10118 whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented gypsum board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 7500 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 7500 sq. ft. minimum shall apply.

16119 Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement. Exception: Greater New York (Manhattan, Bronx, Kings, Queens and Richmond counties, New York)

a. Shipments in cars.

Gypsum boards used for dunnage in shipments by car and not invoiced to customer shall be not larger than 12" x 48", shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and shall be board with no value and unfit for use or resale. Excessive dunnage is a violation of the license agreement.

b. Shipments in trucks.

Gypsum boards used for dunnage in shipments by truck and not invoiced to the customer shall be not larger than 12" x 48" except when larger sheets might be necessary to protect the bottom of a truck. All gypsum boards used for dunnage shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and be defaced, marred, diagonally scored or mutilated and otherwise so marked that they will have no value and will be unfit for use or resale. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10120 Also where a salesman selling patented board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented gypsum board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Board License Bulletin No. 1, shall be .15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

'Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement. Exception: Greater New York Market (Manhattan, Bronx, Kings, Queens and Richmond counties, New York).

a. Shipments in cars.

Gypsum boards used for dunnage in shipments by car and not invoiced to customer shall be not larger than 12" x 48", shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and shall be board with no value and unfit for use or resale. Excessive dunnage is a violation of the license agreement.

b. Shipments in trucks.

Gypsum boards used for dunnage in shipments by truck and not invoiced to the customer shall be not larger than 12" x 48" except when larger sheets might be necessary to protect the bottom of a truck in which instances such sheets shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO

BE SOLD" in letters at least 3" high, and be defaced, marred, diagonally scored or mutilated and otherwise so marked that they will have no value and will be unfit for use or resale. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10121.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 14, 1936.

Conditions of Sale—Board License Bulletin No. 5
Cancels Bulletin No. 5—Dated February 22, 1936

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 16, 1936 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Hagererty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Duration of Quotations and Specific Job Protection
Price Advances:

In the event of an increase in the minimum prices of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) For gypsum lath on specific jobs on which the general contract is awarded prior to date of any price change and order for gypsum lath is placed with the li-

licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(3) For gypsum wallboard and/or gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to date of any price change and order for gypsum wallboard and/or gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(4) (a) For gypsum wallboard on specific Federal government jobs on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 60 days from effective date of price increase.

(b) For gypsum wallboard on specific industrial housing projects on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 30 days from effective date of price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|--------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | (**) 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including |
| 7. Labor | CCC Camps) |
| 8. Marine Corps | 15. District of Columbia |

(*) CCC Camps:
(Gypsum Wallboard)

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured) the minimum price of gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where gypsum wallboard is sold and invoiced directly to the Federal government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M sq. ft. may be made to a dealer as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M sq. ft., total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

(**) WPA Projects.

(a) State Projects. On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on State WPA projects, the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Where patented gypsum wallboard and/or lath is sold and invoiced directly to the Federal Government for State WPA projects, a maximum allowance of \$2.50 per M sq. ft. on wallboard and \$1.25 per M sq. ft. on lath may be made to a dealer as a dealer commission.

Patented gypsum board products for State WPA projects when specified in quantities not for shipment in carloads as above outlined, or when State WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

†(b) Federal Projects. On purchases by the Procurement Division or Resettlement Purchase Section of the Treasury Department (to be invoiced direct to the Federal Government) for use on Federal WPA projects, the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads for delivery at railhead shall be the regular dealer carload delivered price less 2% cash discount on gross amount. For delivery to project site, the minimum quoted price of patented gypsum wallboard and/or lath shall be the regular dealer carload delivered price f.o.b. cars at railhead specified in bid form, plus \$1.00 per M sq. ft., less 2% cash discount on gross amount. On patented gypsum wallboard and/or lath sold and invoiced direct to the Federal Government for Federal WPA Projects, either railhead or project site delivery, a maximum allowance of \$1.00 per M sq. ft. may be made to a dealer as a dealer commission.

The classification "Federal Government" does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by licensor for patented board and/or lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or

other service by them in connection with shipments or deliveries of patented board and/or lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

10124 Also, where a salesman selling patented board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented gypsum board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10125

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 22, 1936.

Conditions of Sale—Board License Bulletin No. 5
Cancels Bulletin No. 5—Dated September 16, 1935

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Duration of Quotations and Specific Job Protection Price Advances:

In the event of an increase in the minimum prices of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) For gypsum lath on specific jobs on which the general contract is awarded prior to date of any price change and order for gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(3) For gypsum wallboard and/or gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to date of any price change and order for gypsum wallboard and/or gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(4) (a) For gypsum wallboard on specific Federal government jobs on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 60 days from effective date of price increase.

(b) For gypsum wallboard on specific industrial housing projects on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 30 days from effective date of price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where

such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|--------------------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | (**) 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including
CCC Camps) |
| 7. Labor | |
| 8. Marine Corps | 15. District of Columbia |

(*) CCC Camps:
(Gypsum Wallboard)

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured) the minimum price of gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where gypsum wallboard is sold and invoiced directly to the Federal government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

() WPA Projects:**

On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on WPA projects, the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

10127 Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Where patented gypsum wallboard and/or lath is sold and invoiced directly to the Federal Government for WPA projects, a maximum allowance of \$2.50 per M sq. ft. on wallboard and \$1.25 per M sq. ft. on lath may be made as a dealer commission.

Patented gypsum board products for WPA projects when specified in quantities not for shipment in carloads as above outlined, or when WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

—This classification does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by licensor for patented board and/or lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or

other service by them in connection with shipments or deliveries of patented board and/or lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented products to said manufac-

turers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10129

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 16, 1935.

Terms and Conditions of Sale—Board License
Bulletin No. 5

E S PITTS

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Duration of Quotations and Specific Job Protection Price Advances:

In the event of an increase in the minimum prices of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

†(2) For gypsum lath on specific jobs on which the general contract is awarded prior to date of any price change and order for gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

†(3) For gypsum wallboard and/or gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to date of any price change and order for gypsum wallboard and/or gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

†(4) (a) For gypsum wallboard on specific Federal government jobs on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 60 days from effective date of price increase.

†(b) For gypsum wallboard on specific industrial housing projects on which the general contract is awarded prior to date of any price change and order for gypsum wallboard is placed with the licensee within 30 days from effective date of price increase.

10130 (5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

†Federal Government Jobs.

A Federal government job or contract is one where a department of the Federal government, as defined below,

lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government:

- | | |
|-----------------------------|-----------------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including CCC Camps) |
| 7. Labor | |
| 8. Marine Corps | 15. District of Columbia |

(*) CCC Camps:
(Gypsum Wallboard).

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured) the minimum price of gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where gypsum wallboard is sold and invoiced directly to the Federal government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

'This classification does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified under "Odd Sizes and Sales to Contractors", (See Bulletin No. 1) whether such sale is made to the corporation or directly to the 10131 department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by licensor for patented board and/or lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented board and/or lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the

commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers: There shall be no sale of patented products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

10132 **Dunnage:** Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "Dunnage—Not To Be Sold" in letters at least 3" high. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY.

Vice President.

! Indicates change in this reissue.

5116

10133

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 10, 1939

Export Board License Bulletin—Cancels All Previous
Export Bulletins

MR. C. NEWMAN
Chicago

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent) are as follows:

• Prices f.a.s. Atlantic Seaports (Portland, Me., Boston, Mass., New York, N. Y., Philadelphia, Pa., Baltimore, Md. and Norfolk, Va.), for shipment to Porto Rico, Virgin Islands, Guam, Panama Canal Zone, Alaska, Hawaii and Philippines:

3/8" Gypsum Wallboard \$21.50 per M sq.ft. including crating.

1/4" Gypsum Wallboard \$20.00 per M sq.ft. including crating.

3/8" Gypsum Plasterboard \$20.00 per M sq.ft. including crating.

Exception: The minimum price of 1/4" patented gypsum wallboard for shipment to the Philippine Islands is \$18.00 per M sq.ft. including crating f.a.s. New York, N. Y.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

• Prices apply for standard sizes.

10134

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 5, 1936.

Export Board License Bulletin—Cancels Export Board License Bulletin Dated April 10, 1934 and Supplements Thereto.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297 are as follows:

'Prices f.a.s. Atlantic Seaports (Portland, Me., Boston, Mass., New York, N. Y., Philadelphia, Pa., Baltimore, Md. and Norfolk, Va.), for shipment to Porto Rico, Virgin Islands, Guam, Panama Canal Zone, Alaska, Hawaii and Phillipines:

3/8" Gypsum Wallboard \$21.50 per M sq.ft. including crating.

1/4" Gypsum Wallboard 20.50 per M sq. ft. including crating.

3/8" Gypsum Plasterboard \$20.00 per M sq.ft. including crating.

1/4" Gypsum Plasterboard 20.00. per M sq. ft. including crating.

Exception: The minimum price of 1/4" patented gypsum wallboard and 1/4" patented gypsum plasterboard for shipment to the Phillipine Islands is \$18.00 per M sq. ft. including crating f.a.s. New York, N. Y.

'Prices apply for standard sizes as listed in Board License Bulletin No. 4.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

5118

10135

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 10, 1934.

Export Board License Bulletin—Cancels Export Board
License Bulletin, Dated December 13, 1932.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective April 25, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows, crated, f.a.s. New York, N. Y., for shipment to Porto Rico, Virgin Islands, Guam, Panama Canal Zone, Alaska, Hawaii, and Philippines:

3/8" Gypsum Wallboard	\$21.50 per M sq.ft.
1/4" Gypsum Wallboard	20.50 " " "
3/8" Gypsum Plasterboard	20.00 " " "
1/4" Gypsum Plasterboard	20.00 " " "

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10136

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 13, 1932

Export Board License Bulletin

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as

follows, crated, f.a.s. New York, N. Y., for shipment to Porto Rico, Virgin Islands, Guam, Panama Canal Zone, Alaska, Hawaii, and Phillipines:

3/8" Gypsum Wallboard	\$20.00 per M sq.ft.
1/4" Gypsum Wallboard	19.00 " " "
3/8" Gypsum Plasterboard	20.00 " " "
1/4" Gypsum Plasterboard	20.00 " " "

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10137

Government's Exhibit No. 38

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 28, 1938

Board License Bulletins Nos. 1 & 2

MR. C. NEWMAN
Chicago Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452, are changed as follows:

Effective immediately, Supplement dated March 25, 1937 to Board License Bulletins Nos. 1 & 2 dated February 24, 1937, is cancelled, and the minimum price of the patented 24" x 48" Cutstock Liner Board for shipment and delivery in state of Oklahoma will be the minimum price for Liner Board in standard sizes, as listed in current Board License Bulletins Nos. 1, 2 & 4.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice-President.

5120

10138

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 25, 1937.

Supplement to Board License Bulletins Nos. 1 & 2
Dated February 24, 1937.

C. NEWMAN

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective immediately, the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

24" x 48" Cutstock Liner Board—in order to afford opportunity to move excessive stocks accumulated in southwest which are subject to imminent deterioration, the price of this product for shipment and delivery in state of Oklahoma only, until further announcement, shall be same as minimum gypsum plaster lath price.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

10139

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 10, 1936.

Supplement to Board License—Bulletin No. 1

C. Newman

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and

improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297; are changed as follows:

Effective December 12, 1936, the minimum dealer price of 1/4" or 3/8" patented gypsum plasterboard for shipment into Lower Michigan (except Monroe County and except the Detroit Area as described in Board License Bulletin No. 1) is \$14.00 per M sq.ft. in cars f.o.b. mill, Detroit, Michigan.

Effective December 12, 1936, the minimum dealer price of 1/4" or 3/8" patented gypsum plasterboard for shipment into Monroe County Michigan, in straight, pool or mixed cars, is \$15.50 per M sq.ft., f.o.b. cars, delivered to dealers warehouse or siding.

Effective December 12, 1936, the minimum dealer price of 1/4" or 3/8" patented gypsum plasterboard for shipment into Lucas County, Ohio, and town of Perrysburg, Ohio, in straight, pool or mixed cars is \$16.00 per M sq.ft. f.o.b. cars, delivered to dealers warehouse or siding.

Minimum dealer prices of 1/4" or 3/8" patented gypsum plasterboard for shipment into the Detroit Area remain as stated in Board License Bulletins Nos. 1 and 3.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10140

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 9, 1936.

Supplement to Board License—Bulletins No. 1 and No. 2.

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective December 11, 1936, the minimum prices at which you may sell gypsum wall-

board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective December 11, 1936, minimum dealer prices for patented gypsum board products f.o.b. cars, Heath, Montana, are as follows:

	Weight Per M Sq.Ft.	Price Per M Sq.Ft.
1/4" Gypsum Wallboard	950 #	\$22.50
3/8" Gypsum Wallboard	1400 #	25.00
1/2" Gypsum Wallboard	1900 #	26.00
1/2" Gypsum Sheathing	1900 #	22.00
3/8" Tiled Gypsum Wallboard	1400 #	50.00
1/4" Gypsum Lath	950 #	15.00
3/8" Gypsum Lath	1400 #	15.00
1/2" Gypsum Lath	1900 #	16.25

Prices also apply for pickups.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10141

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 4, 1936

Supplement to Board License Bulletins No. 1 and No. 3

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective December 7, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

(1) Effective December 7, 1936, the minimum prices of patented gypsum board products, in straight and pool cars, or mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding in State of Connecticut and in Cheshire, Sullivan, Merrimac and Belknap Counties, New Hampshire, are as follows:

1/4" Gypsum Wallboard	3/8" Gypsum Wallboard	1/2" Gypsum Wallboard	1/2" Gypsum Sheathing	3/8" Tiled Gypsum Wallboard	1/4" Gypsum Lath	3/8" Gypsum Lath	1/2" Gypsum Lath
21.00	26.00	27.00	23.00	51.00	16.00	16.00	17.25

For minimum prices of patented gypsum board products delivered to dealers warehouse by truck within the above outlined area, add \$1.00 per M sq. ft. to prices for deliveries by rail. Minimum truckloads shall be as defined in paragraph (7) of Board License Bulletin No. 3.

(2) Effective December 7, 1936, the minimum prices for patented gypsum lath as provided in Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10142

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 24, 1936.

Supplement to Board License—Bulletins No. 1 and No. 3

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 27, 1936 the minimum prices at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Hagerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective November 27, 1936, the minimum price of 1/4" or 3/8" patented gypsum plasterboard, in sizes 16" x 32" and 16" x 48" only, for shipment into Kings, Queens, Nassau and Suffolk Counties, New York is \$14.00 per M sq. ft. f.o.b. cars or trucks delivered to dealers warehouse or siding. Price applies for shipment in straight, pool or mixed cars, also for shipment in minimum truckloads (any mixture) as defined in paragraph (7) of Board License Bulletin No. 3.

Cancel all 1/2" T&G Sheathing exceptions as listed in Board License Bulletins #1 and #3. Effective November 27, 1936, the minimum price of 1/2" patented gypsum sheathing is \$22.00 per M sq. ft. f.o.b. mills as listed in Board License Bulletin No. 1, without exception. For truck deliveries add amounts as specified in Board License Bulletin #3. For deliveries in cars into Chicago and Detroit Areas, minimum prices become \$22.50 and \$22.60 per M sq. ft. respectively, f.o.b. cars delivered to dealers warehouse or siding.

Very truly yours,

UNITED STATES GYPSUM COMPANY

President.

10143

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 3, 1936

Supplement to Board License Bulletins No. 1 and No. 3—
Dated July 23, 1936

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective September 5, 1936 the minimum prices at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

1/4" or 3/8" Regular or Open Edge (Cutstock) Plasterboard

Effective September 5, 1936 the minimum price of 1/4" or 3/8" patented gypsum plasterboard, regular or open edge (cutstock), in straight, pool or mixed carloads or in trucks with other gypsum products is \$15.00 per M sq. ft. FOB cars or trucks delivered to dealers warehouse or siding in Niagara, Erie (including town of Gowanda, N. Y.) Monroe and Wayne Counties, New York.

This price does not apply to 32" x 48" board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

5126

10144

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 3, 1936

Supplement to Board License Bulletin No. 1—
Dated July 23, 1936

C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective September 5, 1936 the minimum prices at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

5/16" Plasterboard: Effective September 5, 1936 the minimum price of 5/16" Plasterboard (weight 1175# per M) for shipment into state of Minnesota, is \$12.75 per M sq. ft. FOB Fort Dodge, Iowa; East Chicago, Indiana and Grand Rapids, Michigan.

This cancels price of \$15.00 per M sq. ft. FOB cars delivered into Hennepin County, Minnesota, as shown on page four of Board License Bulletin No. 1 dated August 13, 1936, and into Ramsey County, Minnesota, as shown on page 5 of Board License Bulletin No. 1 dated August 22, 1936.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10145

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 17, 1936

Board License Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Cancel the following supplements to Board License Bulletins:

—Supplement dated March 6, 1936, in reference to sale of plain and aluminum paint primed 1/2" T&G Gypsum Wallboard and 1/2" T&G Gypsum Sheathing for shipment into Cuyahoga County, Ohio.

—Supplement dated March 24, 1936, in reference to contributions made directly to The Great Lakes Exposition, in connection with sale of patented gypsum board products for use on structures erected by The Great Lakes Exposition.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

5128

10146

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 24, 1936

Supplement to Board License Bulletins.

C. NEWMAN
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Referring specifically to the supplement (dated March 6, 1936) to Bulletin No. 1, and to paragraph regarding allowances on page 3 of Bulletin No. 5 (dated March 14, 1936), contributions by any licensee made directly to The Great Lakes Exposition, Cleveland, Ohio, which do not exceed \$2.00 per M sq. ft. of patented board or lath sold by such licensee for use on and actually used on structures erected by The Great Lakes Exposition, Cleveland, Ohio (excluding any structures erected by exhibitors,) will not be considered as allowances or rebates effecting a violation of the license; provided, that the licensee making such contributions shall report to the licensor the amount of any such contributions, the amount of patented board and lath so sold, and the dates of such contributions and sales, as and when the same are made.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10147

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 6, 1936.

Supplement to Board License Bulletin No. 1—Dated
February 22, 1936 and Board License Bulletin No. 2—
Dated February 22, 1936.

MR. C. NEWMAN

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 7, 1936 the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Minimum dealer prices for shipment into Cuyahoga County, Ohio:

(1) (a) For 1/2" T&G Edge Gypsum Wallboard, Plain Not Primed in sizes 36" or 48" wide by 8', 9', or 10' long, minimum price is \$31.00 per M sq. ft., f.o.b. Gypsum, Ohio. For other sizes minimum price is \$33.50 per M sq. ft. f.o.b. Gypsum, Ohio.

(b) For 1/2" T&G Edge Gypsum Wallboard Aluminum Paint Primed One Side and Four Edges in sizes 36" or 48" wide by 8', 9', or 10' long, minimum price is \$37.25 per M sq. ft. f.o.b. Gypsum, Ohio. For other sizes minimum price is \$39.75 per M sq. ft., f.o.b. Gypsum, Ohio.

(c) For 1/2" T&G Edge Gypsum Wallboard Aluminum Paint Primed Both Sides and Four Edges in sizes 36" or 48" wide by 8', 9', or 10' long, minimum price is \$40.00 per M sq. ft., f.o.b. Gypsum, Ohio. For other sizes minimum price is \$42.50 per M sq. ft., f.o.b. Gypsum, Ohio.

(2) (a) For 1/2" T&G Edge Gypsum Sheathing, Surfaced With a Weather Resisting Paper, Plain Not Primed in size 24" wide by 6'8" or 8' long minimum price is \$22.50 per M sq. ft., f.o.b. Gypsum, Ohio. For other sizes minimum price is \$28.50 per M sq. ft., f.o.b. Gypsum, Ohio.

5130

(b) For 1/2" T&G Edge Gypsum Sheathing, Surfaced With a Weather Resisting Paper, Aluminum Paint Primed One Side and Four Edges in size 24" wide by 6'8" or 8' long minimum price is \$28.75 per M sq. ft., f.o.b. Gypsum, Ohio. For other sizes minimum price is \$34.75 per M sq. ft., f.o.b. Gypsum, Ohio.

10148 (c) For 1/2" T&G Edge Gypsum Sheathing, Surfaced With a Weather Resisting Paper, Aluminum Paint Primed Both Sides and Four Edges in size 24" wide by 6'8" or 8' long, minimum price is \$31.50 per M sq. ft., f.o.b. Gypsum, Ohio. For other sizes minimum price is \$37.50 per M sq. ft., f.o.b. Gypsum, Ohio.

The above prices apply for shipments in carloads, straight or mixed. Add \$2.00 per M sq. ft. for pickups f.o.b. Gypsum, Ohio.

This supplement cancels and supersedes telegram dated February 26, 1936, in reference to prices for the Great Lakes Exposition, Cleveland, Ohio.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10149 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 13, 1936.

Supplement to Board License Bulletin No. I—
Dated September 16, 1935.

C. NEWMAN
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective February 15, 1936 at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Hag-

gerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

(1) 3/8" Wallboard. The minimum price of 3/8" patented gypsum wallboard for shipment into city of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana is \$25.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma.

(2) 1/2" Wallboard. The minimum price of 1/2" patented gypsum wallboard for shipment into city of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana is \$26.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma.

The minimum price of 1/2" patented gypsum wallboard for shipment into states of Kansas and Nebraska is \$29.50 per M sq. ft. f.o.b. Fort Dodge, Iowa or Southard, Oklahoma.

Prices apply for standard sizes as listed in Bulletin No. 4.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10150

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1936.

Supplement to Board License Bulletin No. 1—Dated September 16, 1935 and Board License Bulletin No. 3—Dated January 10, 1936.

C. NEWMAN.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective February 7, 1936 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not

including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

(1) In straight carloads of patented gypsum board and/or lath products, consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from F.O.B. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa. and Camden County, N. J.

On pool cars or mixed cars into the Philadelphia Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined area have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(2) Del'd By Truck Prices Into Philadelphia Area. Minimum price of patented gypsum board and/or lath delivered by truck to dealers warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa. and Camden County, N. J. Minimum quantity 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10151

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 9, 1935

Supplement to Board License Bulletin No. 1—
Dated September 16, 1935.
(Confirms Telegram Dated December 6, 1935)

A. W. IRWIN,
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective December 9, 1935 the minimum price of 5/16" patented gypsum plasterboard (weight 1175# per M), in straight and pool carloads or in mixed carloads with other gypsum products, is as follows:

\$16.00 per M sq. ft. f.o.b. cars delivered into Hennepin County, Minnesota (Minneapolis), and Ramsey County, Minnesota (St. Paul).

The above price applies for sizes 16" x 32" and 16" x 48" only, bundled.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10152

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 2, 1935

Supplement to Board License Bulletin No. 3
Dated September 17, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which

you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective immediately add Steuben County, New York to the Buffalo-Oakfield Trucking Area as described in par. 1 of Bulletin No. 3 dated September 17, 1935.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

10153

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 22, 1935

Supplement to Board License Bulletin No. 3
Dated September 17, 1935.

H. L. MILLER:

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 25, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Orange County, New York: For minimum price patented gypsum wallboard and/or plasterboard delivered by truck to dealers' warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. Minimum quantity 5000 sq. ft. patented gypsum board and/or lath products to one destination only and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

Note: Any mixture of regular and metallized patented board products may be combined to make up the required minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10154

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 19, 1935.

Supplement to Board License Bulletin No. 1 Dated September 16, 1935 and Board License Bulletin No. 2—Dated November 13, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 21, 1935, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective November 21, 1935, add states of Iowa, Minnesota, Nebraska, and Colorado to the area wherein size 32" x 48" patented gypsum board, if grey surfaced and round edged, is subject to the minimum plasterboard price.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 5, 1935

Supplement to Board License Bulletin No. 1 Dated September 16, 1935 and Board License Bulletin No. 3
Dated September 17, 1935.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 7, 1935, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

(1) Effective November 7, 1935 the minimum price of 3/8" patented gypsum plasterboard for delivery into Detroit Area of Wayne County, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan is as follows:

\$15.00 per M sq. ft. delivered to dealers warehouse or siding, in cars or trucks. Truck delivery shall be in minimum straight loads of 5000 sq. ft. (any mixture) patented gypsum board and/or lath products, or in mixed loads, minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included to make minimum weight. Patented gypsum board products other than 3/8" plasterboard included in such truckloads shall take the regular carload delivered price.

(2) Effective November 7, 1935 the minimum price of 3/8" patented gypsum plasterboard for shipment in straight and pool carloads or in mixed carloads with other gypsum products, to destinations outside the Detroit Area as described above is \$15.00 per M sq. ft. f.o.b. cars Detroit, Michigan; Grand Rapids, Michigan; or Gypsum, Ohio.

The above prices apply for standard sizes as listed in Board License Bulletin No. 4.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

10156

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 5, 1935

Supplement to Board License Bulletin No. 1 Dated
September 16, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 7, 1935, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective November 7, 1935 the minimum price of 5/16" patented gypsum plasterboard (weight 1175# per M), in minimum quantities of 5000 sq. ft. consigned to one destination and invoiced to one account, for delivery into Kings and Queens Counties, N. Y., is \$15.00 per M sq. ft. delivered by truck to dealers warehouse, or f.o.b. cars delivered in straight and pool carloads or in mixed carloads with other gypsum products.

Effective November 7, 1935 the minimum price of 5/16" patented gypsum plasterboard (weight 1175# per M), for delivery into Cuyahoga County, Ohio (Cleveland) and towns of Willoughby and Wickliffe, Ohio, is \$15.00 per M sq. ft. f.o.b. cars delivered in straight and pool carloads or in mixed carloads with other gypsum products.

The above prices apply for sizes 16" x 32" and 16" x 48" only, bundled.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5138

10157

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 31, 1935.

Supplement to Board License Bulletin No. 1—
Dated September 16, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

WPA Projects

On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on WPA projects, the minimum quoted price of patented gypsum wallboard and/or lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

~~Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal Government.~~

Where patented gypsum wallboard and/or lath is sold and invoiced directly to the Federal Government for WPA projects, a maximum allowance of \$2.50 per M sq. ft. on wallboard and \$1.25 per M sq. ft. on lath may be made as a dealer commission.

Patented gypsum board products for WPA projects when specified in quantities not for shipment in carloads as above outlined, or when WPA job site delivery, any quantity, is requested, shall be quoted through-dealers only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10158

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 31, 1935.

Supplement to Export Board License Bulletin
Dated April 10, 1934

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum price effective immediately at which you may sell $\frac{1}{4}$ " gypsum wallboard and $\frac{1}{4}$ " gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, is changed as follows:

The minimum price of $\frac{1}{4}$ " patented gypsum wallboard and $\frac{1}{4}$ " patented gypsum plasterboard for shipment to the Phillipine Islands is \$18.00 per M sq. ft. f.a.s. New York, New York.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10159

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 22, 1935.

Supplement to Board License Bulletin No. 1
Dated September 16, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard

manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

(1) Effective October 24, 1935, add states of Wisconsin and Upper Michigan to the area wherein size 32"x48" patented gypsum board, if grey surfaced and round edged, is subject to minimum plasterboard price.

(2) Effective October 24, 1935 the minimum prices of patented gypsum wallboard for shipment into state of New Mexico are changed as follows: For 1/4"—\$20.00 per M sq. ft., for 3/8"—\$25.00 per M sq. ft. and for 1/2"—\$26.00 per M sq. ft., f.o.b. Acme, Texas, Sweetwater, Texas and Southard, Oklahoma. (Applying for standard sizes as listed in Bulletin No. 4).

(3) Effective October 24, 1935 the minimum prices of 3/8" and 1/2" patented gypsum wallboard for shipment into state of Texas are changed as follows: For 3/8"—\$25.00 per M sq. ft., and for 1/2" \$26.00 per M sq. ft., f.o.b. Acme, Texas, Sweetwater, Texas and Southard, Oklahoma. (Applying for standard sizes as listed in Bulletin No. 4).

(4) Effective October 24, 1935 the minimum price of 1/4" patented gypsum wallboard for shipment into states of Montana, Utah and that portion of Idaho south and east of but not including the Counties of Valley, Boise, Elmore, Idaho and Owyhee is \$20.00 per M sq. ft. f.o.b. Fort Dodge, Iowa, \$24.25 per M sq. ft. f.o.b. Laramie, Wyo. or \$24.00 per M sq. ft. f.o.b. Loveland, Colorado. (Applying for Standard sizes as listed in Bulletin No. 4).

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

10160

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 14, 1935. ○

Supplement to Board License Bulletin No. 1
Dated September 16, 1935

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective October 17, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective October 17, 1935 the minimum price of 5/16" patented gypsum plasterboard (weight 1175# per M), in straight and pool carloads or in mixed carloads with other gypsum products, is as follows:-

\$15.00 per M sq. ft. f.o.b. cars delivered into Henrico County, Virginia (Richmond); Hartford County, Connecticut (Hartford); Hampden County, Massachusetts (Springfield); Providence County, Rhode Island (Providence); Mercer County, New Jersey (Trenton); Lancaster County, Pennsylvania (Lancaster).

The above price applies for sizes 16"x32" and 16"x48" only, bundled.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5142

10161

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 11, 1935.

Supplement to Board License Bulletin No. 1
Dated September 16, 1935

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective October 14, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective October 14, 1935 the minimum price of 5/16" patented gypsum plasterboard (weight 1175# per M), in straight and pool carloads or in mixed carloads with other gypsum products, is as follows:

(1) \$15.00 per M sq. ft. f.o.b. cars delivered into Marion County, Indiana (Indianapolis); Sangamon County, Illinois (Springfield); Woodbury County, Iowa (Sioux City); also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

(2) \$16.00 per M sq. ft. f.o.b. cars delivered into towns of Kansas City, Dodson and Edgecomb, Missouri; also into towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

The above prices apply for sizes 16"x32" and 16"x48" only, bundled.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10162

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 25, 1935.

Supplement to Board License Bulletin No. 1

Dated September 16, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

CCC Camps—(As listed below)
(Gypsum Wallboard)

The minimum prices of 1/4" and 3/8" patented gypsum wallboard in minimum carload quantities f.o.b. cars delivered, railhead delivery only, sold direct to the Federal Government for CCC Camps at destinations listed below, are as follows:

Item No. Camp	Railhead	Net Prices F.O.B. Railhead		
		Per Sq. Ft.	Per Sq. Ft.	Total For 47000 Sq. Ft.
10163				
1 A-3	Beltsville, Md.	3/8"—31.08	.03108	1460.76
A-3	Beltsville, Md.	1/4"—24.19	.02419	1136.93
2 A-4	Beltsville, Md.	3/8"—31.08	.03108	1460.76
A-4	Beltsville, Md.	1/4"—24.19	.02419	1136.93
3 S-64	Parkton, Md.	3/8"—30.81	.03081	1448.07
S-64	Parkton, Md.	1/4"—24.01	.02401	1128.47
4 S-65	Piedmont, W. Va.	3/8"—30.81	.03081	1448.07
S-65	Piedmont, W. Va.	1/4"—24.01	.02401	1128.47
5 S-66	Frostburg, Md.	3/8"—30.81	.03081	1448.07
S-66	Frostburg, Md.	1/4"—24.01	.02401	1128.47
6 S-67	Oakland, Md.	3/8"—30.81	.03081	1448.07
S-67	Oakland, Md.	1/4"—24.01	.02401	1128.47
7 S-68	Piedmont, W. Va.	3/8"—30.81	.03081	1448.07
S-68	Piedmont, W. Va.	1/4"—24.01	.02401	1128.47
8 SCS-5	White Hall, Md.	3/8"—30.81	.03081	1448.07
SCS-5	White Hall, Md.	1/4"—24.01	.02401	1128.47
9 NP-12	Luray, Va.	3/8"—30.67	.03067	1441.49
NP-12	Luray, Va.	1/4"—23.91	.02391	1123.77
10 P-77	Lawrenceville, Va.	3/8"—31.08	.03108	1460.76
P-77	Lawrenceville, Va.	1/4"—24.19	.02419	1136.93
11 P-78	Hanover, Va.	3/8"—30.81	.03081	1448.07
P-78	Hanover, Va.	1/4"—24.01	.02401	1128.47

Item No.	Comp	Railhead	Net Prices F.O.B. Railhead		
			Per Sq. Ft.	Per Sq. Ft.	Total For 47000 Sq. Ft.
10163					
12	P-79	Fremont, Va.	3/8"—30.94	.03094	1454.18
	P-79	Fremont, Va.	1/4"—24.09	.02409	1132.23
13	P-80	Moseley, Va.	3/8"—30.67	.03067	1441.49
	P-80	Moseley, Va.	1/4"—23.91	.02391	1123.77
14	P-88	Amelia, Va.	3/8"—30.67	.03067	1441.49
	P-88	Amelia, Va.	1/4"—23.91	.02391	1123.77
15	P-89	Farmville, Va.	3/8"—30.26	.03026	1422.22
	P-89	Farmville, Va.	1/4"—23.63	.02363	1110.61
16	SCS-2	Danville, Va.	3/8"—30.26	.03026	1422.22
	SCS-2	Danville, Va.	1/4"—23.63	.02363	1110.61
17	SCS-3	Rocky Mount, Va.	3/8"—29.85	.02985	1402.95
	SCS-3	Rocky Mount, Va.	1/4"—23.35	.02335	1097.45
18	SCS-4	Ridgeway, Va.	3/8"—30.26	.03026	1422.22
	SCS-4	Ridgeway, Va.	1/4"—23.63	.02363	1110.61
19	SCS-9	Lynchburg, Va.	3/8"—30.26	.03026	1422.22
	SCS-9	Lynchburg, Va.	1/4"—23.63	.02363	1110.61
20	SP-22	Quantico, Va.	3/8"—30.94	.03094	1454.18
	SP-22	Quantico, Va.	1/4"—24.09	.02409	1132.23
21	SP-23	Alexandria, Va.	3/8"—30.81	.03081	1448.07
	SP-23	Alexandria, Va.	1/4"—24.01	.02401	1128.47
22	F-16	Maassie's Mill, Va.	3/8"—31.49	.03149	1480.03
	F-16	Maassie's Mill, Va.	1/4"—24.47	.02447	1150.09
23	F-17	Big Island, Va.	3/8"—30.67	.03067	1441.49
	F-17	Big Island, Va.	1/4"—23.91	.02391	1123.77
24	F-8	Endeavor, Pa.	3/8"—31.77	.03177	1493.19
	F-8	Endeavor, Pa.	1/4"—24.65	.02465	1158.55
25	F-9	Marienville, Pa.	3/8"—30.53	.03053	1434.91
	F-9	Marienville, Pa.	1/4"—23.82	.02382	1119.54
26	F-10	Ridgway, Pa.	3/8"—30.26	.03026	1422.22
	F-10	Ridgway, Pa.	1/4"—23.63	.02363	1110.61
27	F-11	Kane, Pa.	3/8"—30.26	.03026	1422.22
	F-11	Kane, Pa.	1/4"—23.63	.02363	1110.61
28	F-12	Kane, Pa.	3/8"—30.26	.03026	1422.22
	F-12	Kane, Pa.	1/4"—23.63	.02363	1110.61
29	F-13	Sheffield, Pa.	3/8"—30.26	.03026	1422.22
	F-13	Sheffield, Pa.	1/4"—23.63	.02363	1110.61
30	F-14	Bradford, Pa.	3/8"—30.26	.03026	1422.22
	F-14	Bradford, Pa.	1/4"—23.63	.02363	1110.61
31	SCS-1	Home, Pa.	3/8"—30.39	.03039	1428.33
	SCS-1	Home, Pa.	1/4"—23.72	.02372	1114.84
32	SCS-2	Punxsutawney, Pa.	3/8"—30.26	.03026	1422.22
	SCS-2	Punxsutawney, Pa.	1/4"—23.63	.02363	1110.61
33	S-143	Karthauss, Pa.	3/8"—30.81	.03081	1448.07
	S-143	Karthauss, Pa.	1/4"—24.01	.02401	1128.47
34	S-144	Emporium, Pa.	3/8"—30.26	.03026	1422.22
	S-144	Emporium, Pa.	1/4"—23.63	.02363	1110.61
35	S-145	Montoursville, Pa.	3/8"—30.53	.03053	1434.91
	S-145	Montoursville, Pa.	1/4"—23.82	.02382	1119.54
36	P-146	Austin, Pa.	3/8"—31.08	.03108	1460.76
	P-146	Austin, Pa.	1/4"—24.19	.02419	1136.93
37	S-147	Emporium, Pa.	3/8"—30.26	.03026	1422.22
	S-147	Emporium, Pa.	1/4"—23.63	.02363	1110.61
10164					
38	S-148	Mifflinburg, Pa.	3/8"—30.81	.03081	1448.07
	S-148	Mifflinburg, Pa.	1/4"—24.01	.02401	1128.47
39	S-149	Gouldsboro, Pa.	3/8"—30.81	.03081	1448.07
	S-149	Gouldsboro, Pa.	1/4"—24.01	.02401	1128.47

Item No.	Camp	Railhead	Net Prices F.O.B. Railhead		
			Per Sq. Ft.	Per Sq. Ft.	Total For 47000 Sq. Ft.
10163					
40	P-150	Moosic, Pa.	3/8"—30.53	.03053	1434.91
	P-150	Moosic, Pa.	1/4"—23.82	.02382	1119.54
41	P-153	Nesquehoning, Pa.	3/8"—30.81	.03081	1448.07
	P-153	Nesquehoning, Pa.	1/4"—24.01	.02401	1128.47
42	S-154	Bedford, Pa.	3/8"—30.81	.03081	1448.07
	S-154	Bedford, Pa.	1/4"—24.01	.02401	1128.47
43	S-155	Galetton, Pa.	3/8"—31.08	.03108	1460.76
	S-155	Galetton, Pa.	1/4"—24.19	.02419	1136.93
44	SP-6	Burgettstown, Pa.	3/8"—30.26	.03026	1422.22
	SP-6	Burgettstown, Pa.	1/4"—23.63	.02363	1110.61
45	SP-8	Rockwood, Pa.	3/8"—30.81	.03081	1448.07
	SP-8	Rockwood, Pa.	1/4"—24.01	.02401	1128.47
46	SP-11	Jamestown, Pa.	3/8"—30.26	.03026	1422.22
	SP-11	Jamestown, Pa.	1/4"—23.63	.02363	1110.61
47	SP-12	Ohio pyle, Pa.	3/8"—30.81	.03081	1448.07
	SP-12	Ohio pyle, Pa.	1/4"—24.01	.02401	1128.47
48	SP-13	Allentown, Pa.	3/8"—30.81	.03081	1448.07
	SP-13	Allentown, Pa.	1/4"—24.01	.02401	1128.47
49	SP-15	Rockwood, Pa.	3/8"—30.81	.03081	1448.07
	SP-15	Rockwood, Pa.	1/4"—24.01	.02401	1128.47
50	SP-16	Burgettstown, Pa.	3/8"—30.26	.03026	1422.22
	SP-16	Burgettstown, Pa.	1/4"—23.63	.02363	1110.61
51	SP-17	Birdsboro, Pa.	3/8"—30.81	.03081	1448.07
	SP-17	Birdsboro, Pa.	1/4"—24.01	.02401	1128.47

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government for the above CCC Projects, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

P.S. The above prices are net—no further discount to be allowed.

5146

10165

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 18, 1935.

Supplement to Board License Bulletin No. 1
Dated September 16, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective immediately, the minimum price shown in Board License Bulletin No. 1 dated September 16, 1935, for patented 1/2" gypsum wallboard, surfaced with a weather resisting paper, is not effective when sold for use as an exterior sheathing material on specific jobs, as such sales will be considered an experimental development of gypsum board in a new field.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10166

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 27, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934, and Board License Bulletin No. 3—
Dated November 30, 1934

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective September 1, 1935; at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

—Effective September 1, 1935 the minimum price of 1/4" patented Gypsum Wallboard for shipment into states of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware, Maryland and District of Columbia is \$22.50 per M^c sq. ft. f.o.b. Oakfield, New York, Gypsum, Ohio, and Plasterco, Virginia.

—Effective September 1, 1935 add Cattaraugus and Chautauqua Counties, New York, and Crawford, Erie, McKean and Warren Counties, Pennsylvania to the Trucking Area as described in par. 1 of Bulletin No. 3 dated November 30, 1934.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

10167

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

August 23, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934. (Confirms Telegram)

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

CCC Camp—South Fork, Colorado
(Gypsum Wallboard)

The minimum prices of 1/4" patented gypsum wallboard f.o.b. cars delivered, railhead delivery only, sold direct to and invoiced direct to the Federal Government for CCC Camp at South Fork, Colorado, are as follows:

Net Prices Item No. 1 (1/4"x48"x')			Net Prices Item No. 2 (1/4"x48"x10')		
Per M Sq. Ft.	Per Piece	Total For 349 Pcs.	Per M Sq. Ft.	Per Piece	Total For 457 Pcs.
\$28.47	\$.9094	\$590.20	\$28.47	\$1.1368	\$519.51

The 39048 sq. ft. required for this camp may be considered as a minimum carload.

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government for the South Fork, Colorado CCC Project, in carload quantity, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date

of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10168

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 21, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective August 26, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective August 26, 1935 the minimum price of 1/4" patented gypsum wallboard for shipment into states of Illinois, Indiana, Ohio and Michigan is \$22.50 per M sq. ft. f.o.b. Grand Rapids, Mich., Fort Dodge, Ia. and Gypsum, Ohio.

Effective August 26, 1935 the minimum price of 1/4" and 3/8"x32"x48" patented gypsum board, if grey surfaced and round edged, for shipment into states of North Carolina, South Carolina, Florida and Georgia, is \$15.00 per M sq. ft. f.o.b. Plasterco, Virginia.

Effective August 26, 1935 add the states of Montana, Colorado and Wyoming to area wherein stopover charges need not be included in the minimum price of patented gypsum board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5150

10169

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

Supplement to Board License Bulletin No. 1
Dated May 25, 1934. (Confirms Telegram)

AUGUST 5, 1935

MR. E. S. PITTS,
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

CCC Camp—Buckeye, Colorado
(Gypsum Wallboard)

The minimum prices of 1/4" patented gypsum wallboard in minimum carload quantities f.o.b. cars delivered, rail-head delivery only, sold direct to and invoiced direct to the Federal Government for CCC Camp at Buckeye, Colorado, are as follows:

Net Prices Item No. 1 (1/4"x48"x')			Net Prices Item No. 2 (1/4"x48"x10')		
Per M Sq. Ft.	Per Piece	Total For 664 Pcs.	Per M Sq. Ft.	Per Piece	Total For 542 Pcs.
\$25.96	\$.8306	\$551.52	\$25.96	\$1.0384	\$562.81

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government for the Buckeye, Colorado CCC Project, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission,

name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensör with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10170

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 19, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 22d, 1935 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Effective July 22d, 1935 add the state of Kentucky to area wherein stopover charges need not be included in the minimum price of patented gypsum board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5152

10171

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 18, 1935

Supplement to Board License Bulletin No. 1—Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

In connection with inquiries for 3/4" patented gypsum board for the Cedar Central Housing Project, Cleveland, Ohio, this is to notify you that the minimum price for 3/4" patented gypsum lath in sizes other than standard is \$21.25 per M sq. ft. to dealers, or \$22.50 per M sq. ft. to contractors, f.o.b. Gypsum, Ohio.

Standard sizes for 3/4" patented gypsum lath are outlined in Bulletin No. 4 dated May 17, 1935.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10172

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 12, 1935

Supplement to Board License Bulletin No. 1—Dated May 25, 1934 (Confirms Telegram)

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and

improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

**CCC Camp—Elizabeth, Colorado
(Gypsum Wallboard)**

The minimum prices of 1/4" patented gypsum wallboard in minimum carload quantities f.o.b. cars delivered, railhead delivery only, sold direct to and invoiced direct to the Federal Government for CCC Camp at Elizabeth, Colorado, are as follows:

Net Prices Item No. 1 (1/4"x48"x')			Net Prices Item No. 2 (1/4"x48"x10')		
Per M Sq. Ft.	Per Piece	Total For 764 Pcs.	Per M Sq. Ft.	Per Piece	Total For 542 Pcs.
\$25.87	\$.8278	\$632.44	\$25.87	\$1.0348	\$560.86

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government for the Elizabeth, Colorado CCC Project, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10173

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 12, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Cancel the following supplements to Board License Bulletin No. 1:

—Supplement dated April 19, 1935 in reference to sale of patented gypsum plasterboard for Subsistence Homestead Project No. 6, Shoup Station, Westmoreland County, Penna.

—Supplement dated April 25, 1935 in reference to sale of patented gypsum plasterboard for Subsistence Homestead Project No. 7, Dailey, Randolph County, W. Va.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10174

UNITED STATES GYPSUM COMPANY
30, West Adams Street
CHICAGO

JULY 5, 1935

Supplement to Board License Bulletin No. 1, Dated May
25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 10th, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective July 10, 1935 the minimum price of 1/4" patented gypsum wallboard for shipment into states of Minnesota, Iowa, Wisconsin, Upper Michigan, Kentucky, West Virginia and Virginia is \$22.50 per M sq. ft. f.o.b. Fort Dodge, Iowa, Gypsum, Ohio, Grand Rapids, Michigan, Oakfield, New York and Plasterco, Virginia.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice President.

5156

10175

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 3, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add to paragraph (7), page 3, Bulletin No. 1.

Delivered Carload Minimum Prices to—

Same as—

Arlington Siding (Poughkeepsie), N. Y.

Poughkeepsie, N. Y.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10176

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 2, 1935

Supplement to Board License Bulletin No. 1, Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 8th, 1935, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

(1) Cancel paragraph (1) of supplement dated April 12, 1935, (to Board License Bulletin No. 1, dated May 25, 1934), in reference to minimum price of \$17.50 per M sq. ft. on size 32" x 48" patented gypsum board, grey surfaced and round edged.

(2) Effective July 8, 1935, the minimum price of 1/4" and 3/8" x 32" x 48" patented gypsum board, if grey surfaced and round edged, for shipment into states of Kansas, Missouri, Oklahoma, Arkansas, Mississippi and Alabama, is \$15.00 per M sq. ft., f.o.b. Plasterco, Virginia, Grand Rapids, Michigan, Fort Dodge, Iowa, Southard, Oklahoma, Sweetwater, Texas and Acme, Texas.

This paragraph supplements Bulletin No. 1, Page 2, dated May 25, 1934; referring to 32" x 48" gypsum board.

Yours very truly

UNITED STATES GYPSUM COMPANY

Vice-President.

5158

10177

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 12, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Texas Centennial (Dallas, Texas).

The minimum prices of patented gypsum wallboard, aluminum paint primed, one coat, both sides and four edges, for the Texas Centennial, Dallas, Texas, are as follows:

3/8" Gypsum Wallboard—\$43.50 per M sq. ft. f.o.b. mill.
1/2" " " — 44.50 " " " " " "

Prices of same boards primed one side only, and four edges, are \$4.50 per M sq. ft. less than minimum prices shown above.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

5165

10178

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 10, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

CCC Camps—Colorado
(Gypsum Wallboard)

The minimum prices of 1/4" patented gypsum wallboard in minimum carload quantities f.o.b. cars delivered, rail-head delivery only, sold direct to the Federal Government for Colorado CCC Camps at destinations listed below, are as follows:

Destination	Net Prices Item No. 1 (1/4"x48"x8')		Net Prices Item No. 2 (1/4"x48"x10')	
	Per Piece	Total For 764 Pieces	Per Piece	Total For 542 Pieces
Grand Junction	\$.8404	\$642.07	\$ 1.0506	\$569.43
Springfield	.8059	615.71	1.0074	546.01
Trinidad	.8028	613.34	1.0035	543.90
Pueblo	.8122	620.52	1.0152	550.24
Cheyenne Wells	.8122	620.52	1.0152	550.24
Montrose	.9188	701.96	1.1486	622.54
Hugo	.8216	627.70	1.0270	556.63
Placerville	.9408	718.77	1.1760	637.39
Durango	.9408	718.77	1.1760	637.39
Roberts Spur	.8279	632.52	1.0348	560.86
Rifle	.8404	642.07	1.0506	569.43

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government for the above CCC Projects, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date

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shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10180

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 17, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

The minimum price of 1/4" or 3/8" x 24" x 48" open edge (cutstock) patented gypsum board is \$17.50 per M sq. ft. f.o.b. Plasterco, Virginia, Grand Rapids, Michigan, Fort Dodge, Iowa, Southard, Oklahoma, Sweetwater, Texas and Acme, Texas for shipment into states of Kansas, Missouri, Oklahoma, Arkansas, Mississippi and Alabama.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10181

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 19, 1935

Supplement to Board License Bulletin No. 1, Dated May 25, 1934—Cancels letter Supplement of February 26, 1935
CCC Camps

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

• CCC Camps:

(Gypsum Wallboard)

In areas where the Federal Government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal Government on the specific project being figured) the minimum price of patented gypsum wallboard direct to the Federal Government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the respective dealer delivered price f.o.b. cars railhead delivery only.

Where patented gypsum wallboard is sold and invoiced directly to the Federal Government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

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Where less carload quantities of patented gypsum wallboard are required, or CCC Camp-site delivery, any quantity, is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10182

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 25, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Subsistence Homesteads Projects (SHD)
Gypsum Plasterboard (Lath—Plain)
thickness 1/4" and 3/8"; size 16" x 48" bundled;
one surface of each bundle to be stamped "SHD" in letters 2" high

The minimum price on patented gypsum plasterboard direct to the Federal Government, Department of the Interior, Division of Subsistence Homesteads for shipment to Project No. 7, Dailey, Randolph County, W. Va., in minimum carload quantities is \$.01584 per sq. ft. for 3/8" thickness, and \$.01485 per sq. ft. for 1/4" thickness, less 2% discount, f.o.b. cars Dailey, Randolph County, West Virginia.

Where patented gypsum plasterboard is sold to the Federal Government as above for Dailey, W. Va., Subsistence Homestead Project in minimum carload quantities, a maximum allowance of \$.55 per thousand sq. ft. may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the Project, date shipped, yardage sold, the unit price per square yard, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer must be filed with the licensor with the regular monthly reports.

Where less carload quantities of patented gypsum plasterboard are required, or Subsistence Homesteads site delivery, any quantity, is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10183

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 19, 1935

Supplement to Board License—Bulletin No. 1—
Dated May 25, 1934

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under

which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Subsistence Homesteads Projects (SHD)
Gypsum Plasterboard (Lath—Plain)
thickness 3/8"; size 16" x 48"; bundled;
one surface of each bundle to be stamped "SHD" in letters 2" high

The minimum price on patented gypsum plasterboard direct to the Federal Government, Department of the Interior, Division of Subsistence Homesteads for shipment to Project No. 6, Shoup Station, Westmoreland County, Penna., in minimum carload quantities is 15¢ per square yard (or .01666 per sq. ft.) f.o.b. cars Shoup Station, Westmoreland County, Pennsylvania.

Where patented gypsum plasterboard is sold to the Federal Government as above for Westmoreland Subsistence Homestead Project in minimum carload quantities, a maximum allowance of 1/2¢ per square yard may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the Project, date shipped, yardage sold, the unit price per square yard, total amount of the billing total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer must be filed with the licensor with the regular monthly reports.

Where less carload quantities of patented gypsum plasterboard are required, or Subsistence Homesteads site delivery, any quantity, is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President.

10184

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 12, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

MR. E. S. PITTS
Office.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent 1,230,297, are supplemented as follows:

(1) The minimum price of 1/4" or 3/8" x 32" x 48" patented gypsum board, if grey surfaced and round edged, is \$17.50 per M sq. ft. f.o.b. Plasterco, Va., Grand Rapids, Mich., Fort Dodge, Iowa, Southard, Okla., Sweetwater, Texas and Acme, Texas for shipment into states of Kansas, Missouri, Oklahoma, Arkansas, Mississippi and Alabama.

(2) The minimum price of 1/4" patented gypsum wallboard for shipment into the state of Missouri is \$22.50 per M sq. ft. f.o.b. Fort Dodge, Iowa, Grand Rapids, Mich. and Southard, Okla.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5166

10185

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 9, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297 are supplemented as follows:

The minimum delivered prices of patented gypsum wallboard and gypsum plasterboard will be directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and on Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented gypsum wallboard and gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented gypsum wallboard and gypsum plasterboard shall be as detailed in schedule attached.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10186 Patented Gypsum Wallboard and Lath

Opposite old rate, using the table below, is the proper new pricing rate, in cents per 100 pounds:

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.256	.28	.395	.42
.09	.10	.22	.24	.35	.37
.14	.15	.27	.29	.40	.42
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover Charges: In that area where stopover charges are now absorbed the Emergency increase applicable to stopover charge shall also be absorbed. In those states where stopover charges are not absorbed, the Emergency increase (10%) which is applicable to stopover charges shall be added. (\$6.30 charge becomes \$6.93, etc.).

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10187

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 6, 1935

Supplement to Board License—Bulletin No. 1—
Dated May 25, 1934.

E. S. PITTS.
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective immediately, the minimum price of 1/4" patented gypsum wallboard for shipment to towns of Kansas City, Dodson and Edgecomb, Mo., is \$22.50 per M sq. ft. f.o.b. Fort Dodge, Iowa.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vic. President.

10188

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 4, 1935

Supplement to Board License—Bulletin No. 1—Dated May 25, 1934.—And Board License Bulletin No. 3—
Dated November 30, 1934.

MR. E. S. PITTS.
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and

improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

—Add Warren and Sussex Counties, New Jersey to Metro N. Y.—N. J. Area as described in paragraph (y) on page 2 of Bulletin No. 1 dated May 25, 1934.

—Add Warren and Sussex Counties, New Jersey to Metro N. Y.—N. J. Area as described in paragraph (2) on page 1 of Bulletin No. 3 dated November 30, 1934.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10189

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

Supplement to Board License Bulletins.

MARCH 29, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Patented gypsum wallboard and/or lath to Metal Ceiling Contractors shall be sold on a contractor basis.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5170

10190

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 20, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Refer to paragraph 1-b on page 2 of Board License Bulletin No. 1 dated May 25, 1934:

Add Garrett and Allegany Counties, Maryland, to area wherein 32" x 48" patented gypsum board, if grey surfaced and round-edged, is subject to minimum plasterboard price.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10191

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 18, 1935.

Supplement to Board License Bulletin No. 1—

Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Refer to page 1 of Board License Bulletin No. 1 dated May 25, 1934. Change second paragraph to read as follows:

Delivered price is lowest combination of mill price plus freight from that mill to destination. In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as given in supplement dated February 25, 1935.

The weights referred to above, given you in supplement dated February 25, 1935, are as follows:

1/4" thickness	950#	per M sq. ft.
5/16" "	1175#	" " " "
3/8" "	1400#	" " " "
1/2" "	1900#	" " " "
3/4" "	3300#	" " " "

We desire to emphasize that all shipments of patented gypsum board products, in straight carloads or in mixed carloads with other gypsum products, are to be figured, for purposes of meeting required minimum weights, at weights per M sq. ft. as shown above.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5172

10192

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 15, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 20, 1935 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective March 20, 1935 the minimum price of 1/4" patented gypsum wallboard for shipment into the following states:

Alabama	Louisiana	So. Carolina
Arizona	Mississippi	So. Dakota
Arkansas	Montana	Tennessee
Colorado	Nebraska	Texas
Florida	New Mexico	Utah
Georgia	No. Carolina	Wyoming
Idaho	No. Dakota	
Kansas	Oklahoma	

is \$22.50 per M sq. ft. f.o.b. Plasterco, Va., Grand Rapids, Mich., Ft. Dodge, Ia., Southard, Okla., Sweetwater, Texas and Acme, Texas.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10193

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 25, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 1, 1935 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

(1) Change in Weights—Change Weights of patented Wallboard and Plasterboard as follows:

1/4"	thickness—	950#	per M	sq. ft.	
5/16"	"	—1175#	"	"	"
3/8"	"	—1400#	"	"	"
1/2"	"	—1900#	"	"	"
3/4"	"	—3300#	"	"	" (no change)

(2) Carload Shipments

	3/8" Gypsum Wallboard	1/4" Gypsum Wallboard	1/2" Gypsum Wallboard	3/8" Gypsum Tileboard	3/8" Gypsum Plasterboard
Prices f.o.b. Cars:					
Laramie, Wyo.	34.25	28.50 (z)	—	55.75	30.75
Loveland, Colo.	34.00	28.25 (z)	38.50	55.50	20.50

(z) Minimum prices 1/4" Wallboard for shipment into following states, deduct \$2.00 per M sq. ft. from mill prices as above shown: Montana, Wyoming, Colorado, New Mexico, Idaho, Utah and Arizona.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5174

10194

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 25, 1935.

Supplement to Board License Bulletin No. 2—
Dated October 16, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Pickups
Price f.o.b.
Trucks

3/8" Gypsum
Plasterboard

Cleveland, Ohio \$18.00 per M sq. ft.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10195

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 12, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and

improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

We desire to emphasize the meaning of Paragraph "y" on page 2 of Board License Bulletin No. 1, dated May 25, 1934, by changing the wording to read as follows:

(y) In straight carloads of patented gypsum board and/or lath products, consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York—New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon and Ocean Counties, New Jersey.

On pool cars or mixed cars into this area, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined area have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice-President.

5176

10196

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 26, 1935

Supplement to Board License Bulletin No. 1--
Dated May 25, 1934

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

CCC Camps:

The minimum price of wallboard and/or plasterboard direct to the Federal Government for CCC Projects in minimum carload quantities is the dealer delivered price f.o.b. cars, railhead delivery only.

Where patented wallboard or plasterboard is sold and invoiced direct to the Federal Government for CCC Projects, a maximum allowance of \$1.50 per M sq. ft. may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M sq. ft., total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, and amount and date of payment to each dealer must be filed with the licensor with the regular monthly reports.

Where less carload quantities of patented wallboard and/or plasterboard are required, or Campsite delivery any quantity is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10197

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 21, 1935.

Supplement to Board License Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent #1,500,452 and Hite patent #1,230,297, are as follows:

Referring to the permission which we have given you to sell patented gypsum wallboard and patented gypsum plasterboard to manufacturers of gypsum products (subject to our approval of each manufacturer at a discount of 15% on wallboard and 12½% on plasterboard, for resale to the dealer trade, this is to advise you that:

the minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5178

10198

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 11, 1935

Supplement to Board License Bulletin No. 1—Dated
May 25, 1934, and Board License Bulletin No. 3—Dated
November 30, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

—Add Hunterdon County, New Jersey to Metro N. Y.—
N. J. area as described in paragraph (y) on page 2 of
Bulletin No. 1 dated May 25, 1934.

—Add Hunterdon County, New Jersey to Metro N. Y.—
N. J. Area as described in paragraph (2) on page 1 of
Bulletin No. 3 dated November 30, 1934.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10199

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 9, 1935

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Change second sentence of reference (*) as issued January 4, 1935 to read:

"Rate applying to 80,000 lb. minimum out of Fort Dodge or Grand Rapids into these states etc."

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5180

10200

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 4, 1935.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add reference (*) to minimum prices for Patented Board and Lath f.o.b. Fort Dodge, Iowa and Grand Rapids, Michigan as follows:

(*) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect, delivered prices of patented Board and/or Lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lb. minimum out of Fort Dodge into these states will be used in pricing patented Board and/or Lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10201

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 4, 1935.

Supplement to Board License Bulletin No. 1—

Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add reference (*) to minimum prices for Patented Board and Lath f.o.b. Fort Dodge, Iowa and Grand Rapids, Michigan as follows:

(*) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect, delivered prices of patented Board and/or Lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lb. minimum out of Fort Dodge into these states will be used in pricing patented Board and/or Lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5182

10202

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 31, 1934.

Board Prices, Delivered by Truck to Dealers' Warehouses.
Supplement to Board License Bulletin No. 3—Dated November 30, 1934

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Change paragraph (5) on page 2 of Board License Bulletin No. 3 to read as follows:

(5) Minimum Quantities. (Applying to paragraphs 1, 2, 3 and 4 above) 5000 sq. ft. gypsum board and/or lath to one destination only. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10203

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 30, 1934

Supplement to Board License Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent #1,500,452 and Hite patent #1,230,297, are as follows:

Referring to the permission which we have given you to sell patented gypsum wallboard and patented gypsum plasterboard to manufacturers of gypsum products (subject to our approval of each manufacturer) at a discount of 15% on wallboard and 12½% on plasterboard, for resale to the dealer trade, this is to advise you that the following named gypsum manufacturers may be sold on this basis:

- Oakfield Gypsum Products Corporation
- Connecticut Adamant Plaster Company

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

5184

10204

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 28, 1934

Board Prices, Delivered by Truck to Dealers' Warehouses.
Supplement to Board License Bulletin No. 3—Dated May
25, 1934

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Substitute the following paragraph for paragraph 5, page 1, Bulletin No. 3 dated May 25, 1934:

(5) Minimum Quantities. Applying to paragraphs 1, 2, 3 and 4 above) 5,000 sq. ft. gypsum board and/or lath to one destination only. In mixed loads with other gypsum products, a minimum of 5,000 sq. ft. gypsum board and/or lath to be included. Delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10205.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 22, 1934

Supplement to Board License Bulletin No. 1—Dated May 25, 1934—and to Board License Bulletin No. 2—Dated October 16, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 24, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Supplement to Board License Bulletin No. 1 Dated May 25, 1934:

Carload Shipments

Prices f.o.b. Cars:	3/8" Gypsum Wallboard	1/4" Gypsum Wallboard	1/2" Gypsum Wallboard	3/8" Gypsum Tileboard	3/8" Gypsum Plasterboard
Laramie, Wyo.	35.00	29.00(z)	—	56.50	21.50
Loveland, Colo.	34.75	28.50(z)	39.50	56.25	21.25

(z) Minimum prices 1/4" Wallboard for shipment into following states, deduct \$2.00 per M sq. ft. from mill prices as above shown: Montana, Wyoming, Colorado, New Mexico, Idaho, Utah and Arizona.

Supplement to Board License Bulletin No. 2 Dated October 16, 1934:

Pickups

Prices f.o.b. Trucks:

Laramie, Wyo.	35.00	27.00	—	56.50	21.50
Loveland, Colo.	34.75	26.50	39.50	56.25	21.50

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 1, 1934

Supplement to Board License Bulletins—Cancels Supplement of April 11, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent #1,500,452 and Hite patent #1,230,297, are as follows:

In the event of an increase in the minimum prices of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

†(1) On bona fide orders actually received and accepted by you at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) For gypsum lath on specific jobs on which the contract is awarded and order for gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on federal government jobs after the effective date of the price increase.

(3) For gypsum wallboard and/or gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the contract is awarded and order for gypsum wallboard and/or gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on federal government jobs after the effective date of the price increase.

†(4) (a) For gypsum wallboard on specific federal government jobs on which the contract is awarded and order for gypsum wallboard is placed with the licensee within 60 days from date of price increase.

(b) For gypsum wallboard on specific industrial housing projects on which the contract is awarded and order for gypsum wallboard is placed with the licensee within 30 days from date of price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

10207 Federal Government jobs are those where the order for gypsum board is placed by and invoiced to an official administrative department of the Federal Government to be used solely and directly by the Federal Government, or where the contract is awarded to a contractor by an official administrative department of the Federal Government.

The following are considered official administrative departments of the Federal Government:

Treasury	Interior	Justice
War	Veterans Bureau	Post Office
Navy	Federal Dept of State	Agriculture
Commerce	Labor	

including recognized branches of these departments.

Where obligations are incurred in accordance with Sections 2, 3 or 4 of the preceding paragraph, the licensee must file with the licensor a record of such obligations within ten days after the expiration of the period during which the incurring of such obligations is permitted.

The selling of patented gypsum wallboard and/or lath below the minimum price, except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

5188

10208

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO, ILLINOIS

NOVEMBER 1, 1934.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 17, 1934 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Hagerty patent number 1,500,452 and Hite patent number 1,230,297, are changed as follows:

Effective November 17, 1934, cancel paragraph (*) on page 2 of Board License Bulletin No. 1 dated May 25, 1934, which refers to pricing of Patented Board shipments from Ft. Dodge, Iowa, Southard, Oklahoma, Acme or Sweetwater, Texas, into Arizona; New Mexico, Colorado, Wyoming, Utah, Oklahoma, Texas, Kansas, Missouri, Nebraska, So. Dakota, N. Dakota, Minnesota, Arkansas; Louisiana, Iowa, Upper Michigan, and Wisconsin.

Effective November 17, 1934, use actual Gypsum Board rates as published in tariffs which become effective on that date.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10209

OCTOBER 30, 1934.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective at once, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add to paragraph (7), page 3, Bulletin No. 1:

Delivered Carload Minimum Prices In—

Same as:

Gabe and Sheppard, Okla.

Oklahoma City, Okla.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10210

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 23, 1934

Supplement to Board License Bulletin No. 2—
Dated October 16, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 1, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

The minimum prices for pickups of patented board and/or lath as established in our Board License Bulletin No. 2 dated October 16, 1934 are effective November 1, 1934 with no protection permitted for dealer warehouse stocks, or for protected jobs or for operations as provided for generally in supplement dated April 11, 1934. All orders accepted at current minimum prices must be picked up not later than October 31, 1934.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10211 UNITED STATES GYPSUM COMPANY.
300 West Adams Street
CHICAGO

OCTOBER 16, 1934

Supplement to Board License Bulletin No. 3—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices, effective November 1, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent 1,500,452 and Hite patent 1,230,297 are supplemented as follows:

Effective November 1, 1934, the supplement dated July 26, 1934, adding par. 7 (Texas Trucking Area) to Board License Bulletin No. 3, is cancelled.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10212

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 19, 1934.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

MR. E. S. PITTS,
Office.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately, stopover charges need not be included in the minimum price of gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent): including Haggerty patent No. 1,500,452 and Hite patent No. 1,230,297, for shipments to Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska and following towns in Kentucky: Newport, Latonia, Ludlow, Erlanger, Covington, Bellevue, Brent and Dayton.

Also: Add to paragraph 7, Bulletin No. 1, dated May 25, 1934:

Delivered Carload Minimum Prices In—	Same as—
Wilmont, Okla.	Oklahoma City, Oklahoma.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

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10213

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 26, 1934

Supplement to Board License Bulletin No. 3—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices, effective July 27, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent 1,500,452 and Hite patent 1,230,297 are supplemented as follows:

Add the following paragraph to page 2, Bulletin No. 3 dated May 25, 1934:

(7) Texas. Minimum price wallboard and/or plasterboard delivered by truck to dealers' warehouse, add \$1.00 per M to price delivered by rail to dealers' warehouse or nearest siding. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with gypsum wallboard and/or plasterboard to make minimum weight. This applies to following counties in Texas; Amb, Hale, Floyd, Motley, Cottle, Foard, Wilbarger, Wichita, Hockley, Lubbock, Crosby, Dickens, King, Knox, Baylor, Archer, Yoakum, Terry, Lynn, Garza, Kent, Stonewall, Haskell, Throckmorton, Young, Gaines, Dawson, Borden, Scurry, Fisher, Jones, Shackelford, Breckenridge, Andrews, Martin, Howard, Mitchell, Nolan, Taylor, Callahan, Eastland, Loving, Winkler, Ector, Midland, Glasscock, Sterling, Coke, Runnels, Coleman, Brownwood, Comanche, Ward, Crane, Upton, Reagan, Irion, Green, Concho, McCulloch, SanSaba, Mills, Reeves, Pecos, Crockett, Schleicher, Menard, Mason, Sutton, Kimble; also Lee County, New Mexico.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10214

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 24, 1934.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 27, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add to paragraph (7), page 3, Bulletin No. 1:

Delivered Carload Minimum Prices In—	Same as—
Chicopee, Mass.	Springfield, Mass.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10215

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 10, 1934

Supplement to Board License Bulletins Nos. 1 and 3

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective June 28, 1934, at which you may sell gypsum wallboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Substitute the following paragraph for paragraph 4, page 1, Bulletin No. 3 dated May 25, 1934:

(4) Boston. Minimum price wallboard and/or plaster-board delivered by truck to dealer's warehouse, add \$2.00 per M to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk, and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk county, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line.

Add to paragraph 7, page 3, Bulletin No. 1, dated May 25, 1934:

Delivered Carload Minimum Prices In—	Same as—
Overland Park, Kansas	Kansas City, Mo.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice-President.

10216

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1934

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective July 6, 1934, stopover charges need not be included in the minimum price of gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent No. 1,500,452 and Hite patent No. 1,230,297, for shipments to Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas and Nebraska.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10217

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1934.

Supplement to Board License Bulletin No. 1—
Dated May 25, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 6, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in

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our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are supplemented as follows:

Add to paragraph (7), page 3, Bulletin No. 1:

Delivered Carload Minimum Prices In—	Same as—
Armory, Indian Orchard and Oak Street, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10218 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 4, 1934.

Supplement to Board License Bulletin No. 1 Dated May 25, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective June 4, 1934, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

5/16" Gypsum Wallboard (wt. 1325# per M) f.o.b. cars
Oakfield, New York and Gypsum, Ohio \$26.50 per M

Yours very truly,

UNITED STATES GYPSUM COMPANY,

Vice President.

10219

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 11, 1934.

Supplement to Board License Bulletins—Cancels Supplement of March 14, 1934.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices effective April 25, 1934 at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent #1,500,452 and Hite patent #1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders actually received and accepted by you at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase, which means on or before May 5, 1934;

(2) For gypsum lath on specific jobs on which the contract is awarded and order for gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on federal government jobs after the effective date of the price increase;

(3) For gypsum wallboard and/or gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the contract is awarded and order for gypsum wallboard and/or gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on federal government jobs after the effective date of the price increase:

†(4) (a) For gypsum wallboard on specific federal government jobs on which the contract is awarded and order for gypsum wallboard is placed with the licensee within 60 days from April 25, 1934;

(b) For gypsum wallboard on specific industrial housing projects on which the contract is awarded and order for gypsum wallboard is placed with the licensee within 30 days from April 25, 1934;

(c) For gypsum wallboard sold to the Century of Progress or for buildings to be erected in connection with the Century of Progress provided shipment is made on or before May 31, 1934.

10220 †(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of the price increase.

†Federal Government jobs are those where the order for gypsum board is placed by and invoiced to an official administrative department of the Federal Government to be used solely and directly by the Federal Government, or where the contract is awarded to a contractor by an official administrative department of the Federal Government.

†The following are considered official administrative departments of the Federal Government:

Treasury	Interior	Justice
War	Veterans Bureau	Post Office
Navy	Federal Dept. of State	Agriculture
Commerce	Labor	

including recognized branches of these departments.

†Where obligations are incurred in accordance with Sections 3, 3 or 4 of the preceding paragraph, the licensee must file with the licensor a record of such obligations within ten days after the expiration of the period during which the incurring of such obligations is permitted.

The selling of patented gypsum wallboard and/or lath below the minimum price, except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our

approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Yours very truly,

UNITED STATES GYPSUM COMPANY,

Vice President.

10221

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 14, 1934.

Supplement to Board License Bulletins—Cancels Letter
of March 6, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the date of the price increase, except:

(1) On bona fide orders actually received and accepted by you at your home office in writing before date of the price increase and shipped by you within ten days after date of price increase;

(2) For gypsum lath on protected specific jobs;

(3) For gypsum wallboard and/or gypsum lath on protected specific gypsum roof jobs to gypsum roofing contractors.

(4) For gypsum wallboard on specific Federal Government jobs on which contract is awarded and order for gypsum wallboard is placed with licensee within 60 days after date of price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of the price increase.

The selling of patented gypsum wallboard and/or lath below the minimum price except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

A. Harner
 R. Cooke
 C. J. Lane
 E. S. Pitts
 R. J. Sterling
 C. C. Spray
 E. A. Gallagher
 S. S. Jenkins
 S. F. Bartlett
 R. M. Beckler

M. H. Baker, President
 National Gypsum Company
 409 Jackson Boulevard
 Buffalo, N. Y.

Messrs. Abel Davis & Eugene Holland
 Receivers in Equity
 Universal Gypsum Company
 105 W. Madison Street
 Chicago, Illinois:

Mr. S. J. Kelley, President
 Kelley Plasterboard Company
 Delawanna, N. J.

cc to

Mr. F. G. Ebsary, President
 Ebsary Gypsum Company,
 Inc.
 Scottsville
 New York.

Mr. George N. Lenci
 Ebsary Gypsum Company,
 Inc.
 414 Ogden Street
 Newark, N. J.

Mr. W. P. Fuller, President
 Atlantic Gypsum Products
 Co
 40 Central Street
 Boston, Mass.

Mr. L. I. Neale, V. P.
 Atlantic Gypsum Products
 Co
 60 E. 42d St
 N. Y. C.

Mr. C. O. Brown, V. P.
 100 E. 42d Street
 Certain-teed Products Corp
 New York.

Mr. Warren, Henry, Merch.
 Mgr.
 Certain-teed Products Corp.
 2246 W. 49th St
 Chicago, Illinois.

Mr. C. F. Miller, President
 American Gypsum Company
 Port Clinton, Ohio.

Mr. A. R. Black, Sales Manager
 American Gypsum Company
 Port Clinton, Ohio.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 6, 1934.

Supplement to Board License Bulletins—Cancels Letter of
January 2, 1934.

DEAR SIRs; Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the date of the price increase, except:

(1) On bona fide orders actually received and accepted by you at your home office in writing before date of the price increase and shipped by you within ten days after date of price increase;

(2) For gypsum lath on protected specific jobs;

(3) For gypsum wallboard and/or gypsum lath on protected specific gypsum roof jobs to gypsum roofing contractors.

(4) For gypsum wallboard on specific Federal Government jobs on which contract is awarded and order for gypsum wallboard is placed with licensee within 60 days after date of price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under yearly contract awarded by that committee prior to the effective date of the price increase.

The selling of patented gypsum wallboard and/or lath below the minimum price except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10223

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JAN 2 1934

Supplement to Board License Bulletins—Cancels Letter of September 5, 1933.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent) including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the date of the price increase, except:

(1) On bona fide orders actually received and accepted by you at your home office in writing before date of the price increase and shipped by you within ten days after date of price increase;

(2) For gypsum lath on protected specific jobs;

(3) For gypsum wallboard and/or gypsum lath on protected specific gypsum roof jobs to gypsum roofing contractors.

†(4) For gypsum wallboard on specific Federal Government jobs on which contract is awarded and order for gypsum wallboard is placed with licensee within 60 days after date of price increase.

The selling of patented gypsum wallboard and/or lath below the minimum price except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10224

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 16, 1933.

Supplement to Board License Bulletin No. 1

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Refer to Board License Bulletin #1 dated September 28, 1933, page three and substituted following for second paragraph:

Pickup price at Buffalo warehouses, for destinations in counties listed in this paragraph, 1/4", \$15.34[†] per M sq. ft.; 3/8" \$15.78[†] per M sq. ft.

Note[†]: These prices do not apply to 32"x48" board. See Paragraph (1).

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

This letter sent to the following:.

A. Harner
R. Cooke
C. J. Lane
E. S. Pitts
F. M. Miller
R. J. Sterling
C. C. Spray
E. A. Gallagher
S. S. Jenkins
W. T. Coe

Mr. M. H. Baker, President
National Gypsum Company
409 Jackson Boulevard
Buffalo, New York

Messrs. Abel Davis and
Eugene Holland, Receiv-
ers in Equity
Universal Gypsum Com-
pany
105 W. Madison Street
Chicago, Illinois

Mr. S. J. Kelley, President
Kelley Plasterboard Co.,
Delawanna
New Jersey

cc to:

Mr. E. G. Ebsary, President
Ebsary Gypsum Company,
Inc.
Scottsville
New York

Mr. George N. Lenci,
Ebsary Gypsum Company,
Inc.
414 Ogden Street
Newark, New Jersey

Mr. W. P. Fuller, President
Atlantic Gypsum Products
Company
40 Central Street
Boston, Massachusetts

Mr. L. I. Neale, Vice Presi-
dent
Atlantic Gypsum Products
Company
60 East 42d Street

Mr. C. O. Brown, Vice Pres-
ident
Certain-teed Products Cor-
poration
100 East 42d Street
New York, New York

New York, New York
Mr. Warren Henley, Merch.
Mgr.
Certain-teed Products Cor-
poration
2246 West 49th Street
Chicago, Illinois

Mr. C. F. Miller, President
American Gypsum Com-
pany
Port Clinton
Ohio

Mr. A. R. Black, Sales Man-
ager
American Gypsum Com-
pany
Port Clinton
Ohio

10225

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPT. 5, 1933.

Supplement to Board License Bulletins—Cancels Letter
of July 20, 1933.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the date of the price increase, except:

(1) On bona fide orders actually received and accepted by you at your home office in writing before date of the price increase and shipped by you within ten days after date of price increase;

(2) For gypsum lath on protected specific jobs;

(3) For gypsum wallboard and/or gypsum lath on protected specific gypsum roof jobs to gypsum roofing contractors.

The selling of patented gypsum wallboard and/or lath below the minimum price except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise

you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

Allowances, Etc:

Eliminate from Board License Bulletin Number One of May 3, 1933, page three paragraph five, the following: "(Except in Switching limits of Minneapolis and Saint Paul, Minnesota, pool cars are permitted one switch at manufacturer's expense)".

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

5210

10226

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 20, 1933

Supplement to Board License Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In the event of an increase in the minimum price of patented gypsum wallboard or plasterboard, the advanced minimum price shall apply to all shipments made after the date of the price increase, except only upon bona fide orders actually received and accepted by you at your home office in writing before date of the price increase and shipped by you within ten days after date of price increase. The selling of patented gypsum wallboard and lath for specific jobs, below the minimum price except as provided above, is in violation of the license.

Referring to the permission which we have given you to sell to manufacturers of gypsum products, (subject to our approval of each manufacturer), at a discount of 15% on wallboard and 12½% on plasterboard; this is to advise you that effective immediately said permission is restricted to sales of patented board and lath to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail,

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10227

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 1, 1933.

Supplement to Board License Bulletin No. 1

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Refer to supplement dated May 11 and change addition to paragraph 5, Bulletin No. 1, to read as follows "Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Refer to Board License Bulletin No. 1, May 3, 1933, page 2, paragraph (2) and change to read as follows:

"(2) 36"x48" is standard plasterboard size in all states to gypsum roof contractors for use on specific gypsum roof jobs only and is subject to plasterboard minimum price for such specific gypsum roof jobs.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5212

10228

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 11, 1933.

Supplement to Board License Bulletin No. 1.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Refer to paragraph (5), page 3, of Board License Bulletin No. 1, dated May 3, 1933, and add Texas and Nebraska to the list of states in which stopover charges need not be included in the minimum price.

Also add the following to same paragraph (No. 5): "Any quotation deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, is considered a quotation to sell at less than the minimum price and is therefore a violation of the license agreement".

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10229

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 19, 1933

Supplement to Board License Bulletin No. 1

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Substitute following paragraph for paragraph (5), page 3, Board License Bulletin No. 1, March 31, 1933:..

(5) Allowances, Etc.: The minimum price fixed by licensor for patented board and/or lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding, for switching performed after car has been originally set for unloading, (except in switching limits of Minneapolis and St. Paul,[†] Minnesota, pool cars are permitted one switch at manufacturer's expense),[†] for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented board and/or lath, or for stop-over charges except that stopover charges need not be included in the minimum price in shipments to Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota,[†] North Dakota, and South Dakota. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers, or the extension of other than regular terms to any such dealer or buyer.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5214

10230

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 10, 1933

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

3/4" gypsum plasterboard in the standard lath widths and lengths, \$20.00 per thousand sq. ft. f.o.b. Oakfield, N. Y., Gypsum, Ohio, Ft. Dodge, Ia., and Southard, Oklahoma. Standard weight of 3/4" gypsum plasterboard is 3300 lbs. per M sq. ft.

Referring to Bulletin No. 1, paragraph 7, Oak Street, Mass. takes same minimum delivered price as Springfield, Mass.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10231

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 1, 1933

Supplement to Board License Bulletin No. 3.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent), including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Fort Dodge Trucking Area as follows: Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story counties, Iowa. Minimum prices and minimum truckloads delivered to dealer's warehouse as follows:

Wallboard and Plasterboard, add \$3.00 per M sq. ft. to Minimum f.o.b. Ft. Dodge, prices.

Minimum truckload 4,000 lbs., either straight board or mixed with other gypsum products. Use standard weights in computing board minimums.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5216

10232

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 6, 1933.

Supplement to Board License Bulletin No. 1

Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,250,297, are as follows:

Minimum prices to dealers for gypsum wallboard f.o.b. cars, Chicago, Illinois, Century of Progress siding, as follows:

3/8" Gypsum Wallboard, bent and formed at mill (not primed):

30 Ton Car
\$79.32 Per M

20-Ton Car
\$79.80 per M

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10233

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

22d DECEMBER 1932

Dunnage

As per your request, I am attaching hereto our standard instructions on loading and bracing wallboard and plaster-board.

It is our policy that a large board only be used on the bottom, and we use no large board dunnage on top, using paper where necessary; strips to be used on sides.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10234

Amount used in straight
Cars of Board

	Minimum Used	Average	Maximum Used
American		156	
Atlantic			1100
Certain-teed			533
Ebsary		600	(600)
Kelley			500
National	864	1112	1360
Universal	233	378	524
U. S. G.			500 (Including strips)

5218

10235

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 1, 1932.

Supplement to Board License Bulletin No. 1

Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Delivered Prices in Straight or Mixed Cars, Pittsburgh, Pa. and Following Suburbs: Aspinwall, Bellvue, Ben Avon, Braddock, Castle Shannon, East Liberty, Emsworth, Etna, Fairhaven, Hays, Homestead, McKees Rocks, Millvale, Munhall, Option, Rankin, Sharpsburg, West Homestead, West Liberty, Wilkinsburg,

3/8" Gypsum Wallboard	\$29.80
1/4" Gypsum Wallboard	26.34
1/2" Gypsum Wallboard	33.26
3/8" Tiled Gypsum Wallboard	52.80
3/8" Gypsum Plasterboard	17.80
1/4" Gypsum Plasterboard	16.84
1/2" Gypsum Plasterboard	20.01

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10236 Copy sent to

M. H. Baker
S. J. Kelley
F. G. Ebsary—Geo N. Lenci
W. P. Fuller—L. I. Neale
C. O. Brown—Warren Henley
John A. Kling—A. R. Black

OCTOBER 28, 1932.

MR. WILLARD P. FULLER, PRES.,
Atlantic Gypsum Company,
40 Central Street,
Boston Mass.

DEAR MR. FULLER: An inquiry has just been received from one of our licensees requesting information as to how the situation is to be handled where, on sales of gypsum wall-board and plasterboard embodying the claims and inventions of our patents, the purchaser makes a claim that the patented product does not come up to standard but is a poor grade of material.

We had thought that this was fully understood by all our licensees, but in the light of the inquiry we are writing to advise that no licensee is permitted under the license to make an allowance or adjustment of any nature whatsoever which brings the price of the patented product sold below the minimum price to such licensee therefor, and any such allowance or adjustment would be in violation of the license agreement.

In case any situation such as that above referred to should arise in any sale of the patented product under your license, we should be notified immediately in order that we may make an investigation of the facts as soon as possible after the purchaser's claim is first presented to you.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

5220

10237

OCTOBER 28, 1932

UNIVERSAL GYPSUM & LIME COMPANY
105 West Washington Street
Chicago, Illinois

DEAR SIRs: Referring to your inquiry under date of October 25 regarding the handling of situations arising in the sale of gypsum wallboard and plasterboard embodying the claims and inventions of our patents where the purchaser claims the board is a poor grade of material, you are not authorized or permitted under the license agreement to make an allowance or adjustment of any nature whatsoever which brings the price actually received for the patented board below the minimum price to you therefor; and any such allowance or adjustment would be in violation of the license agreement.

In case any situation such as you refer to should arise we should be notified immediately in order that we may make an investigation of the facts as soon as possible after the purchaser's claim is first presented to you.

It was our belief that this was clearly understood by all the licensees but in the light of your inquiry we are this day sending a similar letter to each of the other licensees.

Yours very truly,

10238

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 24, 1932

Supplement to Board License Bulletin Numbers 1, 2 & 3.

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that sales of gypsum wallboard and gypsum plasterboard embodying the inventions and improvements set forth and claimed in our said patents, directly or indirectly, at a price less than the minimum price fixed by us is a violation of the terms of your license agreement.

Where a salesman of patented board makes an allowance to the customer out of his own compensation, the same constitutes a deduction from the price at which the board is sold, and if, after making such deduction, the sale is made at a price less than the minimum price fixed by Licensor, it constitutes a direct violation of the terms of the license agreement, whether or not Licensee had knowledge of the allowance so made by the salesman.

Where a salesman selling patented board to a customer is authorized by Licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by Licensee makes a sale of patented board to a customer on a commission basis and Licensee or his agent accepts such sale, in either of such events the commission paid by the Licensee is a deduction from the price at which the board is sold by Licensee, and where, after deducting such commission, the amount is less than the minimum price, Licensor shall regard the sale as made at a price less than the minimum price fixed by Licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented board by commission salesmen, without the written consent of Licensor, as a violation of the terms of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5222

10239

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 13, 1932

Supplement to Board License Bulletin Number 1.

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Davenport and Dubuque, Iowa, are included in the area where stopover charges need not be included in the minimum price, in addition to the five states listed in paragraph 8, bulletin No. 1, dated August 12, 1932.

Gypsum boards used for dunnage, not invoiced to the customer, shall be plainly marked on the face side with visible red stamp or label firmly fixed on each of said boards shown the word "Dunnage" in letters at least three (3) inches high.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10240

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 12, 1932

DEAR SIR: Referring to paragraph two of our license contract with you, we are mailing you herewith Board License Bulletins Nos. 1, 2, 3, and 4 which cancel and supersede all previous price bulletins on gypsum wall-board and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed.

The changes in minimum price in the attached bulletins as compared to those being cancelled are as follows:

Bulletin 3, paragraph 4. The delivered-by-truck price is extended to include Mansfield, Massachusetts and that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county.

Also note that the minimum price applicable to patented board and/or lath shipped into the Metropolitan Boston area now applies to any quantity in straight, pool, or mixed cars. Formerly a minimum of 5,000 sq. ft. applied to pool cars and mixed cars.

Bulletin 1, page 4, paragraph 8 provides that the stopover charge need not be included in the minimum price in shipments to Michigan, Wisconsin, Illinois, Indiana, and Ohio.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5224

10241

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 30, 1932

Supplement to Board License Bulletin No. 1.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

1/4" Gypsum Wallboard \$22.50 per M. sq. ft., Billing Weight 1050# per M f.o.b.

Ft. Dodge, Iowa
Southard, Okla.
Sweetwater, Texas
Acme, Texas
Grand Rapids, Mich.
Plasterco, Virginia
Gypsum, Ohio

for shipments to following states (in addition to states already taking the \$22.50 price, as listed in Board License Bulletin No. 1 and Supplements): Oklahoma, Texas, Wisconsin, Upper Michigan, Virginia, and West Virginia.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

CFH:AN

10242

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 16, 1932

Supplement to Board License Bulletin

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum Quantities, Mixed Cars & Pool Cars, Philadelphia Area.

Referring to our letter to you dated April 12, 1932, "Supplement to Board License Bulletin Nos. 1, 2, & 3", page 2. Effective immediately, any quantity of gypsum board and/or lath may be shipped in Pool Cars or Mixed Cars to the following counties in the Philadelphia, Pa., area: Bucks, Montgomery, Chester, Delaware, and Philadelphia.

There is no change in the minimums applying to pickups or truck deliveries.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5226

10243 Truck Deliveries into following counties: Chautauqua, Cattaraugus, Allegany, Steuben, Schuyler, Yates, and Cayuga. Minimum price, carload delivered price.

Minimum Price Cutstock Plasterboard to following markets, as follows:

1/4" and 3/8"—\$12.50 per M per sq. ft. f.o.b. cars, Oakfield, N. Y.

Markets: Buffalo, N. Y.; Niagara and Erie Counties.

Rochester, N. Y.; City of Rochester, and Monroe and Wayne counties, N. Y. Pickup price at Oakfield or delivered by truck to dealer's warehouse located in markets listed next above, \$14.50 per M sq. ft. for 1/4" or 3/8" cutstock. Pickup price at Buffalo warehouses, for destinations in area described in this paragraph, 1/4". \$15.45 per M sq. ft.; 3/8", \$15.94 per M sq. ft.

Minimum Quantities: (This applies to all pickups and truck deliveries mentioned in this letter.)

Pickups: 5,000 sq. ft. gypsum board and/or lath.

Truck deliveries: To one destination only (by manufacturer's own trucks or trucks hired by manufacturer from regular trucking companies) 5,000 sq. ft. gypsum board and/or lath. Minimum mixed load (gypsum board and/or lath and other gypsum materials), 7 1/2 tons; 5,000 or more sq. ft. gypsum board and/or lath to be included.

No Carload Quantities delivered by truck except at the single truckload price.

Allowances to customers for trucking or unloading or other service by them in connection with shipments or deliveries of patented board or lath will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

The establishment or continuance of warehouses, consigning of stocks, or extending other than regular terms, with dealers or other buyers will be construed by Licensor

as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

This letter supersedes other board license bulletins as pertaining to the area in Northwestern New York described herein.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1932

Supplement to Board License Bulletins Nos. 1, 2, & 3.
(Supersedes similar letter dated June 30, 1932.)

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Straight Cars, Mixed Cars, Pool Cars: Prices per M sq. ft. f.o.b. Oakfield, N. Y.

		Wt. per M Sq. Ft.
3/8" Gypsum Wallboard	\$27.00	1600 lbs.
1/4" Gypsum Wallboard	24.50	1050 "
1/2" Gypsum Wallboard	29.50	2150 "
3/8" Tiled Gypsum Wallboard	50.00	1600 "
3/8" Gypsum Plasterboard	15.00	1600 "
1/4" Gypsum Plasterboard	15.00	1050 "
1/2" Gypsum Plasterboard	16.25	2150 "

To arrive at carload delivered price, add freight from Oakfield, New York.

Pickups at producing mills; Truck deliveries:

Northwestern New York State, as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, and Livingston counties, New York.

Minimum price wallboard and/or plasterboard picked up at your mill or delivered by truck to dealer's warehouse, add \$2.00 per M to above f.o.b. mill prices.

These pickup prices apply without regard to destination.

Pickups at Buffalo Warehouses:

3/8" Gypsum Wallboard	\$30.44 per M sq. ft.
1/4" Gypsum Wallboard	27.45 per M sq. ft.
1/2" Gypsum Wallboard	33.44 per M sq. ft.
3/8" Tiled Gypsum Wallboard	53.44 per M sq. ft.
3/8" Gypsum Plasterboard	18.44 per M sq. ft.
1/4" Gypsum Plasterboard	17.95 per M sq. ft.
1/2" Gypsum Plasterboard	20.19 per M sq. ft.

10245

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1932.

Supplement to Board License Bulletin No. 1.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Referring to page 2, paragraph (s), "Board License Bulletin No. 1" dated April 5, 1932, which is now changed to read: "Delivered price of patented board in stopover cars is lowest combination of mill price plus freight from that mill to any stopover point or final destination. This means that patented board shipped in stopover cars is to be priced at the carload price applicable to respective stopover or destination point. Stopover charges are not to be absorbed by the licensee."

Referring to page 2, paragraph 1, "Supplement to Board License Bulletin Nos. 1, 2 & 3" dated April 12, 1932. Where reference is made to "straight cars," you are to be governed by the minimum carload quantities as provided in published tariffs for shipments from Oakfield, New York. New York)

Brooklyn, N. Y. occupies the entire Kings county, New York. The lowest carload board rate from Oakfield, N. Y., to Brooklyn is used in computing the minimum delivered price of patented gypsum board and lath for any carload delivery in Kings county, New York.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5230

10246

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 30, 1932.

Supplement to Board License Bulletins Nos. 1, 2, & 3.

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Northwestern New York State; as follows: Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Livingston counties, New York.

Straight Cars, Mixed Cars, Pool Cars: Prices per M sq. ft. f.o.b. Oakfield, New York.

	Minimum Cars	Wt. per M Sq. Ft.
3/8" Gypsum Wallboard	\$27.00	1600 lbs.
1/4" Gypsum Wallboard	24.50	1050 "
1/2" Gypsum Wallboard	29.50	2150 "
3/8" Tiled Gypsum Wallboard	50.00	1600 "
3/8" Gypsum Plasterboard	15.00	1600 "
1/4" Gypsum Plasterboard	15.00	1050 "
1/2" Gypsum Plasterboard	16.25	2150 "

(To arrive at delivered price, add freight from Oakfield, New York)

Pickups, Truck Deliveries

Minimum price wallboard and/or plasterboard picked up at your mill or delivered by truck to dealer's warehouse, add \$2.00 per M to above f.o.b. mill prices.

Minimum Quantities:

Pickups: 5,000 sq. ft. gypsum board and/or lath.

Truck Deliveries: To one destination only (by manufacturer's own trucks or those hired by manufacturer from regular trucking companies) 5,000 sq. ft. gypsum board and/or lath. Minimum mixed load (gypsum board and/or lath and other gypsum materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included.

10247 Allowances to customers for trucking or unloading or other service by them in connection with shipments or deliveries of patented board or lath will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

The establishment or continuance of warehouses, consigning of stocks, or extending other than regular terms, with dealers or other buyers will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

This letter supersedes other board license bulletins as pertaining to the area in Northwestern New York described herein.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5232

10248

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 14, 1932.

Supplement to Board License Bulletins Nos. 1, 2, & 3.

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective July 1, 1932, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Gypsum, Ohio:

Pickups:

Minimum dealer prices wallboard and/or plasterboard picked up at Gypsum, Ohio, are as follows:

		Wt. per M Sq. Ft.
3/8" Gypsum Wallboard	\$29.00	1600 lbs.
1/4" Gypsum Wallboard	26.50	1050 "
1/2" Gypsum Wallboard	31.50	2150 "
3/8" Tiled Gypsum Wallboard	52.00	1600 "
3/8" Gypsum Plasterboard	17.00	1600 "
1/4" Gypsum Plasterboard	17.00	1050 "
1/2" Gypsum Plasterboard	18.25	2150 "

Grand Rapids, Michigan:

Pickups:

Minimum dealer prices wallboard and/or plasterboard up at Grand Rapids, Michigan, are as follows:

		Wt. per M Sq. Ft.
3/8" Gypsum Wallboard	\$29.00	1600 lbs.
1/4" Gypsum Wallboard	26.50	1050 "
1/2" Gypsum Wallboard	31.50	2150 "
3/8" Tiled Gypsum Wallboard	52.00	1600 "
3/8" Gypsum Plasterboard	17.00	1600 "
1/4" Gypsum Plasterboard	17.00	1050 "
1/2" Gypsum Plasterboard	18.25	2150 "

Allowances to customers for trucking or unloading or other service by them in connection with shipments or

deliveries of patented board or lath will be construed by
 10249 Licensor as a rebate and in violation of the minimum
 price where merchandise is sold at the minimum
 price.

Prices shall apply to all pickups after June 30, 1932,

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10250

UNITED STATES GYPSUM COMPANY
 300 West Adams Street
 CHICAGO

MAY 31, 1932.

Supplement to Board License Bulletins Nos. 1, 2, & 3.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Ocean County, New Jersey

Mixed Cars, Pool Cars, Pickups, Truck Deliveries.

Minimum price wallboard and/or plasterboard picked up at mill or manufacturer's warehouse or delivered by truck to dealer's warehouse, or delivered by rail in mixed cars or pool cars to dealer's warehouse or nearest siding, is

Weights per M Sq. Ft.

1/4" Gypsum Wallboard	\$24.50 per M Sq. Ft.	1050 # per M
3/8" Gypsum Wallboard	27.00 per M Sq. Ft.	1600 # per M
1/2" Gypsum Wallboard	29.50 per M Sq. Ft.	2150 # per M
1/4" Gypsum Plasterboard	15.00 per M Sq. Ft.	1050 # per M
3/8" Gypsum Plasterboard	15.00 per M Sq. Ft.	1600 # per M
1/2" Gypsum Plasterboard	16.25 per M Sq. Ft.	2150 # per M
3/8" Tiled Gypsum Wallboard	50.00 per M Sq. Ft.	1600 # per M

Plus freight from Oakfield, New York.

Minimum Quantities.

Pickups: 5,000 sq. ft. gypsum board and/or lath.

Truck Deliveries: To one destination only, (by manufacturer's own trucks or those hired by manufacturer from regular trucking companies) 5,000 sq. ft. gypsum board and/or lath. Minimum mixed load (gypsum board and/or lath and other materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included.

Pool Cars or Mixed Cars: 5,000 sq. ft. of gypsum board and/or lath to one destination.

Straight Cars: Minimum prices on straight cars gypsum board and/or lath shipped by rail to dealer's warehouse or nearest siding, \$2.00 per M on board and lath less than above prices. This applies to above area.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10251

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 19, 1932

Special Board License Bulletin

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Minimum prices to contractors, for gypsum wallboard, f.o.b. cars Chicago, Illinois, Century of Progress siding, as follows:

3/8" Gypsum Wallboard..... \$31.82 per M sq. ft.

Tongue & Grooved, primed one coat in accordance with specifications as furnished for Electrical Building for Century of Progress Exhibition.

1/2" Gypsum Wallboard..... \$44.12 per M sq. ft.

1/2" Gypsum Wallboard, bent and formed at Mill, primed as above, \$94.12 per M sq. ft.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 16, 1932.

Supplement to Board License Bulletins.

DEAR SIRS: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Metropolitan Detroit Area

Minimum Price Wallboard and/or Plasterboard delivered by rail to dealer's warehouse or nearest railroad siding in straight, mixed, or pool cars; (Also applies to carloads delivered by truck to one dealer's warehouse);

	Minimum Cars	Per M Sq. ft.
3/8" Gypsum Wallboard	\$29.24	1600 lbs.
1/4" Gypsum Wallboard	25.97	1050 lbs.
1/2" Gypsum Wallboard	32.51	2150 lbs.
3/8" Tiled Gypsum Wallboard	52.24	1600 lbs.
3/8" Gypsum Plasterboard	17.24	1600 lbs.
1/4" Gypsum Plasterboard	16.47	1050 lbs.
1/2" Gypsum Plasterboard	19.26	2150 lbs.

The establishment or continuance of warehouses, consigning of stocks or extending other than regular terms, with dealers or other buyers will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

Allowances to customers for use of railroad sidings for switching performed after car has been originally set for unloading, for trucking or unloading, or other service by them in connection with shipments or deliveries of patented board or lath will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

The above applies to shipments into Metropolitan Detroit Area, including Wayne county; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county; and Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

This letter supersedes all previous bulletins pertaining to the area described herein.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President in Charge of Sales.

10253

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 15, 1932.

Supplement

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Refer to "Supplement to Board License Bulletin Nos. 1, 2, and 3" dated April 12, 1932. Minimum prices shown for delivery in mixed cars and pool cars into Metropolitan New York—New Jersey area also apply to all of Suffolk county, New York. However, minimum prices shown for truck deliveries only apply to Amityville and Cold Springs Harbor in Suffolk county.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5238

10254

UNITED STATES GYPSUM COMPANY
300 West Adams Street.
CHICAGO

APRIL 14, 1932.

Supplement to Board License Bulletin Number 1.

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Metropolitan Chicago Area

Deliveries by rail to dealer's warehouse or nearest railroad siding in straight, mixed or pool cars:

	In 30-ton Minimum Cars	In 20-ton Minimum Cars	Billing Wt. Per M sq. ft.
3/8" Gypsum Wallboard	\$29.32	\$29.80	1600 lbs.
1/4" Gypsum Wallboard	26.02	26.34	1050 lbs.
1/2" Gypsum Wallboard	32.62	33.26	2150 lbs.
3/8" Tiled Gypsum Wallboard	52.32	52.80	1600 lbs.
3/8" Gypsum Plasterboard	17.32	17.80	1600 lbs.
1/4" Gypsum Plasterboard	16.52	16.84	1050 lbs.
1/2" Gypsum Plasterboard	19.37	20.01	2150 lbs.

The establishment or continuance of warehouses, consigning of stocks or extending other than regular terms, with dealers or other buyers will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

Allowances to customers for use of railroad siding, for switching performed after car has been originally set for unloading, for trucking or unloading, or other service by them in connection with shipments or deliveries of patented board or lath will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

The above applies to shipments into Metropolitan Chicago Area, including Cook and DuPage counties, Illinois; Lake County, Indiana; also the following towns.

in Lake County, Illinois: Deerfield, Highland Park, and Lake Forest.

This letter supersedes Board License Bulletin No. 1 as pertaining to the area described herein.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President in Charge of Sales.

10255

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 13, 1932

Supplement to Board License Bulletin No. 1

DEAR SIRs: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

1/4" Gypsum Wallboard \$22.50 per M sq. ft. f.o.b. Plasterco, Virginia for shipments into Florida and Georgia. Minimum delivered price is \$22.50 per M plus freight from Plasterco, Va. to destination. Billing weight 1050 lbs. per M sq. ft.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President

CFH

5240

10256

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 12, 1932

Supplement to Board License Bulletin Nos. 1, 2, & 3.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

Metropolitan New York-New Jersey

Mixed Cars, Pool Cars, Pickups, Truck Deliveries.

Minimum price wallboard and/or plasterboard picked up at mill or manufacturer's warehouse or delivered by truck to dealer's warehouse, or delivered by rail in mixed cars or pool cars to dealer's warehouse or nearest siding, is

		Billing Weights
1/4" Gypsum Wallboard	\$24.50 per M sq. ft.	1050 # per M
3/8" Gypsum Wallboard	27.00 per M sq. ft.	1600 # per M
1/2" Gypsum Wallboard	29.50 per M sq. ft.	2150 # per M
1/4" Gypsum Plasterboard	15.00 per M sq. ft.	1050 # per M
3/8" Gypsum Plasterboard	15.00 per M sq. ft.	1600 # per M
1/2" Gypsum Plasterboard	16.25 per M sq. ft.	2150 # per M

Plus freight from Oakfield, N. Y. to destination.

Minimum Quantities:

Pickups: 5,000 sq. ft. gypsum board and/or lath.

Truck Deliveries: To one destination only, (by manufacturer's own trucks or those hired by manufacturer from regular trucking companies) 5,000 sq. ft. gypsum board and/or lath. Minimum mixed load (gypsum board and/or lath and other materials), 7½ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included.

Pool Cars or Mixed Cars: 5,000 sq. ft. of gypsum board and/or lath to one destination.

Applies to Following Area:

Metropolitan New York Area: New York City (consisting of the Bronx, Manhattan, Queens, Brooklyn, Richmond) also Westchester, Rockland and Nassau Counties, N. Y.; also Amityville and Cold Springs Harbor in Suffolk county.

Metropolitan New Jersey Area: Following counties: Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset and Monmouth.

10257 **Straight Cars:** Minimum prices on straight cars gypsum board and/or lath shipped by rail to dealer's warehouse or nearest siding, \$2.00 per M on board and lath less than above prices. This applies to above area and all of Suffolk county, N. Y.

Philadelphia—Boston

Straight Cars, Mixed Cars, Pool Cars

Minimum prices on straight, mixed, or pool cars gypsum board and/or lath shipped by rail to dealer's warehouse or nearest siding, to one destination is

		Billing Weights
1/4" Gypsum Wallboard	\$24.50 per M sq. ft.	1050 # per M
3/8" Gypsum Wallboard	27.00 per M sq. ft.	1600 # per M
1/2" Gypsum Wallboard	29.50 per M sq. ft.	2150 # per M
1/4" Gypsum Plasterboard	15.00 per M sq. ft.	1050 # per M
3/8" Gypsum Plasterboard	15.00 per M sq. ft.	1600 # per M
1/2" Gypsum Plasterboard	16.25 per M sq. ft.	2150 # per M

Plus freight from Oakfield, N. Y. to destination.

Pickups, Truck-Deliveries

Minimum price wallboard and/or plasterboard picked up at mill or manufacturer's warehouse or delivered by truck to dealer's warehouse, add \$2.00 per M to price given above for straight cars.

Minimum Quantities:

Pickups: 5,000 sq. ft. gypsum board and/or lath.

Truck Deliveries: To one destination only (by manufacturer's own trucks or those hired by manufacturer from

regular trucking companies) 5,000 sq. ft. gypsum board and/or lath. Minimum mixed load (gypsum board and/or lath and other materials); $7\frac{1}{2}$ tons; 5,000 or more sq. ft. gypsum board and/or lath to be included.

Pool Cars or Mixed Cars: 5,000 sq. ft. of gypsum board and/or lath to one destination.

Applies to Following Area:

Philadelphia—Bucks, Montgomery, Chester, Delaware and Philadelphia counties, Pa.

Boston—Essex, Middlesex, Suffolk, and Norfolk counties, Mass.

Allowances to customers for trucking or unloading or other service by them in connection with shipments or deliveries of patented board or lath will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

The establishment or continuance of warehouses, consigning of stocks, or extending other than regular terms, with dealers or other buyers will be construed by Licensor as a rebate and in violation of the minimum price where merchandise is sold at the minimum price.

This letter supersedes other board license bulletins numbers 1, 2 and 3, as pertaining to the area described herein.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY
Vice President

CFH'

10258

18th FEBRUARY, 1932

Mr. C. O. Brown, Vice President
Certain-teed Products Corporation
100 East 42nd Street,
New York,
New York.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297 are as follows:

Minimum price of board and lath f.o.b. trucks, Laramie, Wyoming, and Loveland, Colorado, is same as f.o.b. cars.

This supplements Board License Bulletin No. 2, January 27, 1932.

Very truly yours,

Vice President

10259

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 29, 1932

Supplement to Board License Bulletin No. 1

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

With reference to page 3, paragraph 1, Board License Bulletin No. 1, December 28, 1931, board in straight or mixed cars delivered in Wayne county; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county; and Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan:

3/8" Gypsum Wallboard	\$29.24 per M sq. ft.
1/4" Gypsum Wallboard	25.97 per M sq. ft.
1/2" Gypsum Wallboard	32.51 per M sq. ft.
3/8" Tiled Gypsum Wallboard	52.24 per M sq. ft.
3/8" Gypsum Plasterboard	17.24 per M sq. ft.
1/4" Gypsum Plasterboard	16.47 per M sq. ft.
1/2" Gypsum Plasterboard	19.26 per M sq. ft.

(The above prices also apply to board f.o.b. truck, Detroit warehouse in accordance with Board License Bulletin No. 2, January 27, 1932.)

Minimum price board delivered in straight or mixed truckloads to area mentioned above, to dealer's warehouse (Minimum straight load board 5000 sq. ft.; minimum mixed load 7½ tons), as follows: (This applies only to those materials taking regular straight or mixed-car plaster and board rates; and to truckloads delivered to one destination):

3/8" Gypsum Wallboard	\$31.24 per M sq. ft.
1/4" Gypsum Wallboard	27.97 per M sq. ft.
1/2" Gypsum Wallboard	34.51 per M sq. ft.
3/8" Tiled Gypsum Wallboard	54.24 per M sq. ft.
3/8" Gypsum Plasterboard	18.24 per M sq. ft.
1/4" Gypsum Plasterboard	17.47 per M sq. ft.
1/2" Gypsum Plasterboard	20.26 per M sq. ft.

Prices shall apply to all shipments made after receipt of this notice except only upon bona fide orders actually received and accepted by you at your home office in writing before receipt hereof and shipped by you within ten days after receipt of this notice.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President in Charge of Sales.

CFH'

10260

UNITED STATES GYPSUM COMPANY

300 West Adams Street

CHICAGO

DECEMBER 28, 1931.

DEAR SIR: Referring to paragraph two of our license contract with you, you are hereby notified that the minimum prices effective January 4, 1932, at which you may sell gypsum wallboard and gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed (not including applications for letters patent); including Haggerty patent number 1,500,452 and Hite patent number 1,230,297, are as follows:

In accordance with I. C. C. Ruling of December 7, 1931, the increase in freight rates is effective January 4, 1932 applying on gypsum wallboard and gypsum plasterboard. Board License Bulletin No. 1, provides; "Delivered price is lowest combination of mill price plus freight from that mill to destination," therefore, to the present delivered prices of gypsum wallboard and gypsum plasterboard shall be added the increase in freight on which the delivered price is determined. A schedule for determining this new freight per M square feet is attached. This schedule is based on the rate now used and the increase is reflected in the freight to be added to the mill price.

For shipments into area outlined in last paragraph page one, Bulletin No. 1, dated December 28, 1931, use rates as outlined with proper increase.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President in Charge of Sales.

CFH'

NEW FREIGHT RATE SCHEDULE

Schedule for Determining Freight per M sq. ft. on Gypsum Wallbd.
& Plasterbd. in Carloads (New Rates per 1000 sq. ft. indicated
on same line as old rate per 100 lbs.)

Old Rate per 100 Pounds	THICKNESS			Old Rate Per 100 Pounds	THICKNESS		
	& Billing Wt. per M sq. ft. New rates per 1000 sq. ft.				& Billing Wt. per M sq. ft. New rates per 1000 sq. ft.		
	$\frac{1}{4}$ " 1050 #	$\frac{3}{8}$ " 1600 #	$\frac{1}{2}$ " 2150 #		$\frac{1}{4}$ " 1050 #	$\frac{3}{8}$ " 1600 #	$\frac{1}{2}$ " 2150 #
.05	.58	.88	1.18	.32	3.57	5.44	7.31
.055	.63	.96	1.29	.325	3.62	5.52	7.42
.06	.68	1.04	1.40	.33	3.68	5.60	7.53
.065	.74	1.12	1.51	.335	3.73	5.68	7.63
.07	.79	1.20	1.61	.34	3.78	5.76	7.74
.075	.89	1.36	1.83	.345	3.83	5.84	7.85
.08	.95	1.44	1.94	.35	3.89	5.92	7.96
.085	1.00	1.52	2.04	.355	3.94	6.00	8.06
.09	1.05	1.60	2.15	.36	3.99	6.08	8.17
.095	1.10	1.68	2.26	.365	4.04	6.16	8.28
.10	1.16	1.76	2.37	.37	4.10	6.24	8.39
.105	1.21	1.84	2.47	.375	4.15	6.32	8.49
.11	1.26	1.92	2.58	.38	4.20	6.40	8.60
.115	1.31	2.00	2.69	.385	4.25	6.48	8.71
.12	1.37	2.08	2.80	.39	4.31	6.56	8.82
.125	1.47	2.24	3.01	.395	4.36	6.64	8.92
.13	1.52	2.32	3.12	.40	4.41	6.72	9.03
.135	1.58	2.40	3.23	.405	4.46	6.80	9.14
.14	1.63	2.48	3.33	.41	4.52	6.88	9.25
.145	1.68	2.56	3.44	.415	4.57	6.96	9.35
.15	1.73	2.64	3.55	.42	4.62	7.04	9.46
.155	1.79	2.72	3.66	.425	4.67	7.12	9.57
.16	1.84	2.80	3.76	.43	4.73	7.20	9.68
.165	1.89	2.88	3.87	.435	4.78	7.28	9.78
.17	1.94	2.96	3.98	.44	4.83	7.36	9.89
.175	2.05	3.12	4.19	.445	4.88	7.44	10.00
.18	2.10	3.20	4.30	.45	4.94	7.52	10.11
.185	2.15	3.28	4.41	.455	4.99	7.60	10.21
.19	2.21	3.36	4.52	.46	5.04	7.68	10.32
.195	2.26	3.44	4.62	.465	5.09	7.76	10.43
.20	2.31	3.52	4.73	.47	5.15	7.84	10.54
.205	2.36	3.60	4.84	.475	5.20	7.92	10.64
.21	2.42	3.68	4.95	.48	5.25	8.00	10.75
.215	2.47	3.76	5.05	.485	5.30	8.08	10.86
.22	2.52	3.84	5.16	.49	5.36	8.16	10.97
.225	2.57	3.92	5.27	.495	5.41	8.24	11.07
.23	2.63	4.00	5.38	.50	5.46	8.32	11.18
.235	2.68	4.08	5.48	.505	5.51	8.40	11.29
.24	2.73	4.16	5.59	.51	5.57	8.48	11.40
.245	2.78	4.24	5.70	.515	5.62	8.56	11.50
.25	2.84	4.32	5.81	.52	5.67	8.64	11.61
.255	2.89	4.40	5.91	.525	5.72	8.72	11.72
.26	2.94	4.48	6.02	.53	5.78	8.80	11.83
.265	2.99	4.56	6.13	.535	5.83	8.88	11.93
.27	3.05	4.64	6.24	.54	5.88	8.96	12.04
.275	3.10	4.72	6.34	.545	5.93	9.04	12.15
.28	3.15	4.80	6.45	.55	5.99	9.12	12.26
.285	3.20	4.88	6.56	.555	6.04	9.20	12.36
.29	3.26	4.96	6.67	.56	6.09	9.28	12.47
.295	3.31	5.04	6.77	.565	6.14	9.36	12.58
.30	3.36	5.12	6.88	.57	6.20	9.44	12.69
.305	3.41	5.20	6.99	.575	6.25	9.52	12.79
.31	3.47	5.28	7.10	.58	6.30	9.60	12.90
.315	3.52	5.36	7.20	.585	6.35	9.68	13.01

For old rates over .585 add 2¢ per cwt.
to calculate new rate per M sq. ft.

10262

Government's Exhibit No. 39

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 29, 1938

Perforated Lath License Bulletin No. 1—Cancels
Perforated Lath License Bulletin No. 1—
Dated October 21, 1937.

(Confirms Telegram Dated April 29, 1938)

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective May 2, 1938 minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1475# per M) for shipment in cars is \$13.00 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; Heath, Montana; Southard, Oklahoma; Sweetwater, Texas; Acme, Texas; and National City, Mich.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are same as corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

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These prices apply for 3/8" thickness only, in sizes 16" x 32", 16" x 36" and 16" x 48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10263

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 21, 1937

Perforated Lath License Bulletin No. 1—Cancels
Perforated Lath License Bulletin No. 1—
Dated September 28, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 1, 1937 minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1475# per M) for shipment in cars is \$13.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; Heath, Montana; Southard, Oklahoma; Sweetwater, Texas; and Acme, Texas.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for

shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16" x 32", 16" x 36" and 16" x 48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10264

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 28, 1937

Perforated Lath License Bulletin No. 1
Canoels Perforated Lath License Bulletin No. 1
Dated April 2, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1400# per M) for shipment in cars is \$13.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; Heath, Montana; Southard, Oklahoma; Sweetwater, Texas; and Acme, Texas.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16"x32", 16"x36" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10265

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 2, 1937

Perforated Lath License Bulletin No. 1—Cancels

Perforated Lath License Bulletin No. 1—

Dated March 24, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective April 4, 1937 minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

†The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1400# per M) for shipment in cars is \$13.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; Heath, Montana; Southard, Oklahoma; and Sweetwater, Texas.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16"x32", 16"x36" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 24, 1937

Perforated Lath License Bulletin No. 1—Cancels
Perforated Lath License Bulletin No. 1—
Dated February 24, 1937

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective immediately minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1400# per M) for shipment in cars is \$13.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; and Heath, Montana.

Minimum prices for pickups, for truck deliveries into trucking areas or in earloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

'These prices apply for 3/8" thickness only, in sizes 16"x32", 16"x36" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change.

10267

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937

Perforated Lath License Bulletin No. 1—Cancels
Perforated Lath License Bulletin No. 1—
Dated December 29, 1936

DEAR SIRs: Referring to our license contract with you, you are hereby notified that minimum prices at which you may sell perforated gypsum plaster lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

'The minimum price of 3/8" patented perforated gypsum plaster lath (weight 1400# per M) for shipment in cars is \$13.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; and Heath, Montana.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum plaster lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for

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shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum plaster lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16"x32" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10268

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 29, 1936

Perforated Lath License Bulletin No. 1—Cancels
Perforated Lath License Bulletin No. 1—
Dated July 22, 1936

A. J. LEY
Atlanta.

DEAR SIR: Referring to our license contract with you, you are hereby notified that minimum prices at which you may sell perforated gypsum lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum lath (weight 1400# per M) for shipment in cars is \$15.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; Fort Dodge, Iowa; and Heath, Montana.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Until further notice the above minimum prices shall not apply to sales of patented perforated gypsum lath for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16"x32" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

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10269

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 22, 1936.

A. J. Ley,
Atlanta Office

Perforated Lath License Bulletin

DEAR SIR: Referring to our license contract with you, you are hereby notified that minimum prices at which you may sell perforated gypsum lath manufactured by you and embodying the invention set forth and claimed in our patent number 1,938,354, are as follows:

The minimum price of 3/8" patented perforated gypsum lath (weight 1400# per M) for shipment in cars is \$15.25 per M sq. ft. f.o.b. Boston, Mass.; New Brighton, S. I., New York; Philadelphia, Penna.; Plasterco, Va.; Oakfield, New York; Gypsum, Ohio; Detroit, Mich.; Grand Rapids, Mich.; East Chicago, Ind.; and Fort Dodge, Iowa.

Minimum prices for pickups, for truck deliveries into trucking areas or in carloads into established flat delivered price areas are 25¢ per M sq. ft. higher than corresponding minimum prices established by us for regular 3/8" patented gypsum lath, as listed in regular Board License Bulletins Nos. 1, 2 and 3.

Other matters affecting price shall be the same as for regular 3/8" patented gypsum lath, as detailed in regular Board License Bulletins.

These prices apply for 3/8" thickness only, in sizes 16"x32" and 16"x48" only.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10270

Government's Exhibit No. 101

JONES, ADDINGTON, AMES & SEIBOLD
Attorneys and Counselors
77 West Washington Street
CHICAGO

AUGUST 18, 1925

American Gypsum Company,
Port Clinton, Ohio.

GENTLEMEN:

Acting under instructions of our client, United States Gypsum Company, we hereby notify you that the plaster board which you are manufacturing and selling, and the process used by you in manufacturing said board, infringe the following United States letters patent owned by the United States Gypsum Company:

No. 1,029,328, granted June 11, 1912, to C. W. Utzman;
No. 1,034,746, granted August 6, 1912, to C. W. Utzman;
No. 1,358,508, granted November 9, 1920, to C. R. Birdsey.

We further wish to advise you that unless you desist forthwith from such infringement and make prompt settlement for your past infringement we shall, acting under instructions from our client, be obliged to institute suit under said patents for an injunction and an accounting.

Trusting that you will let us hear from you promptly in regard to the foregoing, we are,

Very truly yours,

JONES, ADDINGTON, AMES & SEIBOLD,
By ARTHUR A. OLSON.

ABS:ERK

Registered mail.

THE AMERICAN GYPSUM COMPANY

Record of Called meeting of the Board of Directors of The American Gypsum Company held at the office of the Company in Portage Township, Ottawa County, Ohio, on Wednesday, August 19, 1925, at 10:30 A.M.

Meeting called to order by President J. H. McCrady. A roll call indicated all Directors present, namely

J. H. McCrady

Edward McCrady

F. J. Griswold

Harry W. Benn

P. K. Tadsen

C. F. Miller

J. B. Davis

The minutes of Regular meeting of July 20, 1925 were read by the Secretary, and the same, on motion by Harry W. Benn, seconded by Edward McCrady and carried, were approved.

Auditor Wilber T. Richardson's Financial Report covering period from January 1st to July 31st, 1925 was read, and upon motion by P. K. Tadsen, seconded by Harry W. Benn and carried, was received and ordered filed.

The Sand Handling Committee which was appointed at the last meeting of the Board to investigate and report as to machinery best suited for requirements at Cleveland Mixing Plant reported that a used, $\frac{3}{4}$ yard bucket, Electric Crawler, made by The Thew Shovel Company of Lorain, Ohio, had been purchased in Detroit for the sum of \$5500.00, payable as follows: \$1000.00 cash, \$1900.00 when shipped and balance of \$2600.00 to be paid in our Gypsum products; thereupon Edward McCrady moved and P. K. Tadsen seconded, that as the work of this Committee had been concluded, it be discharged, Motion carried.

Moved by Edward McCrady that the Manager investigate as to the best type of Sand Screens for use at our Cleveland Mixing Plant; and further, that he is by this motion authorized to purchase, that which in his opinion is most desirable; motion seconded by P. K. Tadsen and carried.

Whereas The American Gypsum Company has received a letter dated August 18, 1925 from Attorneys Jones, Addington, Ames & Seibold of Chicago, representing The United States Gypsum Company, notifying us that the Plaster Board which we are manufacturing and selling, and the process used by us in manufacturing it, infringe three United States letters patent owned by The United States Gypsum Company; they further advise us that unless we desist forthwith from such infringement and make prompt settlement for past infringement they shall, acting under the instructions of their client, be obliged to institute suit under said patents for an injunction.

10272 and accounting; therefore C. F. Miller moved and P. K. Tadsen seconded, that a Committee consisting of J. H. McCrady, J. B. Davis, and F. J. Griswold be appointed with full power to take such action as may be necessary to protect the interest of The American Gypsum Company, Motion carried.

On motion seconded and carried, this meeting closed.

J. H. MCCRADY,
President.

J. B. DAVIS,
Secretary.

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10273 — *Government's Exhibit No. 104*

MAY 12, 1926

MR. J. H. MCCRADY,
*c/o McCrady Brothers Co.,
Braddock, Pa.*

DEAR SIR:

I just returned from a meeting at Buffalo yesterday with Mr. Blagden, President of the Beaver Products Company. He has had one or two interviews with Avery on the matter of settling all disputes and litigations between the wall board manufacturers by entering into a licensing arrangement and the thing looks very favorable. We are standing on 50¢ per M royalty. Avery is talking about \$1.00 per M and I am inclined to think he will probably stand pretty firm on this price. However, on his own admission he has so much at stake on the proposition that he may change his views.

This matter will be discussed by all the independent wall board manufacturers at a meeting in Chicago next Wednesday afternoon and probably some definite action taken on it as the probabilities are that Avery may meet with us at that meeting. If you feel able to attend the meeting I will be very glad indeed to have you be there. According to the plans we have we figure that there is a possibility of us holding the price steady on wall board for the next fourteen or fifteen years which means much to the industry.

Yours truly,

THE AMERICAN GYPSUM CO.

F. J. GRISWOLD

FJG RJB

10274

Government's Exhibit No. 105

THE AMERICAN GYPSUM COMPANY

Record of Special Meeting of the Board of Directors of The American Gypsum Company, held at the office of the Treasurer in Cleveland, Ohio, on Thursday June 3rd, 1926 at 10:00 AM.

President J. H. McCrady called meeting to order at appointed time.

A roll call indicated the following:

Present

J. H. McCrady
Edward McCrady
Harry W. Benn

P. K. Tadsen
J. B. Davis
F. J. Griswold

C. F. Miller

The reading of minutes of Board meeting held May 17th, 1926 was deferred until next Board meeting.

This meeting called by the President for the purpose of considering matters relating to Wall Board edge litigation, and a proposed licensing agreement (arising therefrom) with The United States Gypsum Company of Chicago, Illinois, for the manufacture of Wall Board under patents claimed to be owned or controlled, by The U. S. Gypsum Company.

After the Board of Directors had fully considered this entire matter, insofar as presented to it, C. F. Miller moved and Harry W. Benn seconded, that President J. H. McCrady and General Manager F. J. Griswold, be appointed a Committee to continue negotiations, and to attend a meeting of those interested, which will be held in the Palmer House, Chicago, Ill., June 8th, 1926, Motion carried.

On motion duly seconded and carried, this meeting closed.

J. H. McCrady,
President.

J. B. Davis,
Secretary.

5262

10275

Government's Exhibit No. 106

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

JUNE 2, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 West Monroe Street,
Chicago, Illinois.

DEAR SIR:

I have just returned from Buffalo and while there I had the pleasure of meeting Mr. Haggerty of the National Gypsum Company.

Mr. Haggerty apparently had not a very complete report on just what happened and was very much interested in hearing the details. When I left him, he admitted being personally sold on the proposition, but, of course, like the rest of us, stated he would have to take up the matter with his Board of Directors for further confirmation.

There is no question in my mind about his attitude, and as he and Mr. Williams control the National Gypsum Company, I feel very sure there will be no opposition from his directors.

While there I had the pleasure of an interview with Mr. Blagden, who reported that the contracts have been written up, but are being rewritten and it is expected they will be ready to submit in a very short time.

I shall be very glad to receive two copies of this contract, because I want to forward one to the Texas Cement Plaster Company with any comments I desire to make on it.

It would be very nice if this matter could come up at the time of the next meeting of the Industries, which is on July 13th and 14th.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLL

FJG/AS.

10276

Government's Exhibit No. 107

JULY 6 1926

F. J. GRISWOLD, *President*
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Thanks for your letter of the second, regarding Mr. Haggerty and Mr. Williams. It is the only information I have had on the subject since you were here. We have made some little progress on the license contract. My impression is that many of the difficulties I anticipated are going to disappear, and that the paper will resolve itself into a fairly simple thing. Mr. Blagden and his attorney Mr. Mitchell expect to arrive Thursday, and I shall be pleased to send you the two copies of the contract you suggest as soon as it is drawn.

It seems reasonable to me that the contract should take form in plenty of time for the consideration of those interested when they are here at the Industries meeting on the thirteenth and fourteenth.

With kind regards, I am
Yours truly,

5264

10277

Government's Exhibit No. 108

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

JUNE 16, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 West Monroe Street,
Chicago, Illinois:

DEAR SIR:

In talking with Mr. Blagden over the telephone yesterday I told him to advise you that Mr. M. A. Reeb and myself will be in Chicago Friday of this week and will be ready to see you at 11:00 o'clock Chicago time.

Should you be unable to see us Friday, request that you kindly wire me at Hotel Sinton, Cincinnati, Thursday, June 17th, and should I get such information from you I will advise Mr. Reeb so he will not plan on being there Friday but will arrange some future date that will be agreeable to you.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

10278

Government's Exhibit No. 109

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

AUGUST 13, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
Chicago, Illinois.

DEAR SIR:

Replying to your letter of June 6th, we received the package containing patents listed under exhibit A on pages one and two, but we did not receive any of the patents listed on pages 3, 4, 5 and 6, which were originally owned by the Beaver Products Company.

We have asked the Beaver Products Company to rush these patents to us as the wording of the license agreement makes it quite necessary that we look over these patents, very few of which we have had any knowledge in the past.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

5266

10279

Government's Exhibit No. 110

Augst 16 1926

F. J. GRISWOLD, *President*
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

In answer to yours of the thirteenth I will say that Mr. Blagden, under date of August ninth, advises me that the Beaver company was mailing you at that time a memorandum containing the numbers of all patents and patent applications referred to in the license agreement. From this I assume that they have no copies of these patents themselves, and expect you to obtain them from Washington.

It is my belief that you will find a satisfactory justification without going through this laborious list or securing the sometimes technical explanation of the direct and indirect uses of these patents in the present production of almost all board. The Utzman machine patent itself is, I believe, one of the most important, and perhaps you may find it possible, after going over this and one or two others, to satisfy yourself sufficiently to escape the need of a careful investigation of so many patents and applications.

Very truly yours,

President.

10280

Government's Exhibit No. 111

THE AMERICAN GYPSUM COMPANY

Record of regular meeting of the Board of Directors of The American Gypsum Company held at the office of the Treasurer, 876 The Arcade, Cleveland, Ohio, on Monday August 16, 1926, at 10:00 AM.

President McCrady called this meeting to order.

A roll call indicated the following:

Present

J. H. McCrady
Edward McCrady
Harry W. Benn

P. K. Tadsen
C. F. Miller
F. J. Griswold

J. B. Davis

Minutes of regular meeting held July 19, 1926 were read by the Secretary and the same, upon motion by Harry W. Benn, seconded by Edward McCrady and carried, were approved.

The Financial report of Auditor Wilber T. Richardson covering period from January 1st to July 31st, 1926 was read by the Secretary, the same on motion by P. K. Tadsen, seconded by C. F. Miller, and carried, were ordered placed in the files of the Company.

Mr. A. T. Button of the Engineering Department of The N.Y.C. Railroad Company was advised that could furnish the railroad Company its requirements (about 350,000 cubic yards) for making the grade elimination embankment through Port Clinton, Ohio, from our run-of-mine limestone rock, in sizes containing approximately $1\frac{1}{2}$ cubic feet, down to $\frac{1}{2}$ inch and screenings, for the sum of \$.80 per ton of 2000 pounds, f o b cars Port Clinton Mill.

A copy of the proposed Licensing Agreement, as suggested by The United States Gypsum Company was read in detail and after a full discussion by the Board, Harry W. Benn moved that this entire matter be again referred to the Committee, consisting of J. H. McCrady, F. J. Griswold and J. B. Davis, for a general revision as to details, and that the Committee endeavor if possible to limit any licensing agreement to a three year period; and further, that

5268.

C. F. Miller is by this motion appointed an alternate to serve upon the above Committee in case any one of those noted are unable to attend its sessions, motion seconded by Edward McCrady and unanimously carried.

The above Committee was requested to try and report at or before the next regular meeting of the Board.

Moved by C. F. Miller and seconded by Harry W. Benn that the Manager obtain from The American Appraisal Company, and from two other companies of like standing, a proposal to fully complete the appraisal of all land and property of The American Gypsum Company, 10281 wherever located (A part of this work has already been done), Motion carried.

On motion, duly made, seconded and carried, this meeting closed.

J. H. MCCRADY,
President.

J. B. DAVIS,
Secretary.

10282

Government's Exhibit No. 112

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

AUGUST 17, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

Do not think I am not working on the matter about which we have had some correspondence.

I am leaving for Buffalo this afternoon to see Mr. Haggerty and may also see Mr. Brown of the Certain-teed Products Company. Will be back the first of the coming week and you will hear from me soon after that time.

Yours respectfully,

THE AMERICAN GYPSUM COMPANY

F. J. GRISWOLD

FJG/AS.

10283

Government's Exhibit No. 113

PORT CLINTON, OHIO

August 31, 1926.

MR. S. L. AVERY,
c/o U. S. Gypsum Co.,
205 West Monroe St.,
Chicago, Ill..

DEAR SIR:

Pardon the delay in replying to your letter of August 16 but the writer has been absent since that date and just returned Sunday morning.

Was at Buffalo Saturday but Mr. Blagdon had not returned from his vacation. They expected him back on the job September 1. His Company sent me a list of Exhibit "A" and I find also a considerable number of patents which I have not had a chance to check at this writing and in order to save time on the matter, before leaving, I instructed our patent attorneys to secure the copies and check them over. If Mr. Blagdon returns we will try and arrange for a meeting the first of the coming week at Chicago and get some definite action on this matter.

While at Buffalo I had an interview with Mr. Haggerty. At New York I also met Mr. Fuller of the Atlantic Gypsum Company. Had a very pleasant talk with him along the lines we are working on and expect another interview with him in the very near future.

While in New York I met Martin Johnson and will be very glad to advise you the coming week of some of the things the writer has in mind.

Yours respectfully,

F. J. GRISWOLD

5270

10284

Government's Exhibit No. 114

PORT CLINTON, OHIO

SEPTEMBER 8, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 South Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

I expected to be in Chicago Tuesday of this week, but circumstances prevent Mr. J. H. McCrady from being there at that time, so have had to postpone the matter until Monday, September 13th, at which date we will both be in Chicago ready to take up the matter of the licensing agreement.

Yours respectfully,

F. J. GRISWOLD

FJG/AS.

10285

Government's Exhibit No. 115

SEPTEMBER 10 1926

F. J. GRISWOLD
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Your letter of the eighth is at hand, and I shall be pleased to see you and Mr. McCrady on Monday the thirteenth. I trust nothing will prevent your keeping this engagement, for I myself leave Wednesday morning for the East.

Yours truly,

10286

Government's Exhibit No. 117

McCRADY BROTHERS COMPANY
Building Supplies, Lumber
Coal — Coke and Millwork
BRADDOCK, PA.

SEPT. 20, 1926.

MR. J. B. DAVIS,
Delour, Chippewa County,
Michigan:

MY DEAR FRIEND JOHN:

I received your postal stating you and Mrs. Davis landed in your little cottage by the sea and that your hay fever has entirely disappeared. Now in regard to my trip to Chicago, would say I left here Sunday morning; had an hour lay-over in Cleveland. Clint met me at the depot and we talked over matters pertaining to the American Gypsum Company. He said while he had not been up at the plant that everything seemed to be moving along nicely and he thought he would go to the plant sometime soon.

Now in regard to our conference in Chicago with Mr. Avery, I am not going to enter into details or even hit the high spots as I had C.F. Miller on the 'phone about an hour ago and he advised me that he had written you as to what transpired in our conference with Mr. Avery. He gave us to understand that for the next ten years, we, the American Gypsum Company, would have to eat out of his hand and that is just what we would have to do if we sign this contract. Now in regard to the Board meeting, we decided to postpone it until your return home from your vacation. I am enclosing, herewith, a copy of the contract which you can look over at your leisure. You do not need to return this copy as I have another here.

Mrs. McCrady and the writer both extend our best wishes to you and Mrs. Davis and also to your son, Warren, and his family.

Yours very truly,

J. H. McCrady

5272

10287

Government's Exhibit No. 118

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

SEPTEMBER 20, 1926.

MR. J. B. DAVIS,
Detour, Chippewa Co.,
Michigan.

DEAR MR. DAVIS:

Glad to know that everything is okeh with you on the island. Things are going along very well here and business seems to be holding up just about the same as it did for the same period in 1925.

We hear quite a little talk over the country about business not being as good as people would like to have it, but it doesn't seem to have much effect on the volume of business yet.

We feel very confident that the remaining months of this year will give us as good tonnage as 1925, and if they do, we should be satisfied.

I am enclosing copy of letter that I just wrote our Mr. McCrady.

The trip to Chicago was made by Mr. McCrady, Mr. Miller and myself. There was nothing definite done, of course, as we were a committee and have to report to the Board of Directors. Mr. McCrady said this meeting will not be called until you return.

There were some changes made in the contract and I am enclosing you a copy of it.

We went over the matter fully with Mr. Avery and Mr. John McLease, their general counsel. They explained very fully why they could not incorporate in the contract things which they admitted they would have liked to put in but which they could not put in.

The Beaver Board Company signed the original contract and the Universal Gypsum Company were to have signed last Wednesday afternoon, according to Mr. Shearer. It seems like this is a question of more faith in the other fellow and is something that we are asked to do for the good of the industry. From a legal stand point it is a bad contract, but it is a good deal like the one that Frank Carpenter passed on, and the one we had with the Cleveland Builders. If he were on the Board of Directors, and the officers did not sign it, he would be in favor of discharging them for the simple reason that it looks like it would be a good thing from an operating stand point. It is the same in this case, Mr. Avery gave us positive assurance as to what they would not do towards forcing any provisions that would work a hardship on any licensee providing certain conditions developed.

I understand from McCrady that Harry and Ed did not take very kindly to it, but I am sure I do not know anything further than the brief statement which he made over the telephone.

I am leaving from Chicago at noon today to attend a regular meeting of the Gypsum Industries.

It certainly is a delightful feeling that we are experiencing now with our bills paid up and money in the bank. Collections so far amount to \$148,000.00 out of our estimate of \$250,000.00 for the month, consequently we still have about \$100,000.00, which we expect to collect. If we collect this amount of money we will be in very good condition the first of October.

Hoping that both you and Mrs. Davis are enjoying your stay there to the fullest extent, I remain,

Yours respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

Dictated but not read
FJG/AS.

5274

10289

Government's Exhibit No. 119

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

OCTOBER 7, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

Simply because you do not hear from me, do not think there is not being some work done on the matter of the licensing agreement.

Two of our directors have been away and have just returned and we have a meeting scheduled for Monday of the coming week, at which time some definite action will be taken on the matter.

On the matter about which you are familiar I simply report progress with the expectation that it will go thru as planned.

Yours respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

Dictated but not read

10290

Government's Exhibit No. 120

OCTOBER 9 1926

F. J. GRISWOLD

*The American Gypsum Company
Port Clinton, Ohio*

DEAR MR. GRISWOLD:

Thanks for yours of the seventh. To be frank with you, I have been a little disturbed about the slowness of our progress, although I have appreciated the burden of your efforts in other fields and assumed that this was the cause of the delay. I have been postponing a rather extensive trip in the expectation of a conclusion on the matter, and am pleased to know that the meeting scheduled for Monday may bring some development that will decide it.

I am very glad to know of the progress you report in your last paragraph, and I very much hope you accomplish this for the satisfaction it will be to yourself and for the good I believe it will bring to the industry in general.

Very truly yours,

10291

Government's Exhibit No. 121

PORT CLINTON, OHIO

OCTOBER 9, 1926,

Mr. S. L. AVERY, President,
United States Gypsum Company,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

It may interest you to know that Mr. Fuller and Mr. Channing of the Atlantic Gypsum Company, have been with me here for the last two days, and have just left for home.

I have considered it a very wise move to get pretty well acquainted with these gentlemen. They claim they are going into the manufacture of Gypsum Wall Board as well as the manufacture of a pulp board, which, from the information I have been able to get from them, is something entirely different from any pulp board on the market.

I have talked very earnestly to them on the matter of the licensing agreement and believe they will consider it favorably. They, of course, wanted to know its contents and asked me for a copy of the proposed contract, which of course I have not given them. I promised to see what can be done.

Do you see any objections to giving them a copy of the contract, omitting from it any names, either of the licensor or the proposed licensees?

Both of these gentlemen seem to be very earnest in assuring me that they are in the business to make money, and if competition would allow them to do so, they certainly expect to make it out of the gypsum business. They assured me that their experience in the business is such that they feel absolutely confident of their ability to get the same prices for their products as other companies get for their's, and intimated that they do not expect to follow any other policy than that of selling their materials at the market prices established by other concerns in the same line.

I might add further that both of these gentlemen impressed me as being very level headed business men and ones whom I would expect to do exactly as they stated they would.

Would be pleased to hear from you at your convenience.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY.

F. J. GRISWOLD

FJG/AS.

10292

Government's Exhibit No. 122

OCTOBER 11 1926

F. J. GRISWOLD
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Thanks for yours of the ninth regarding Mr. Fuller and Mr. Channing. I am having made up an extra copy of the license which I am forwarding to you, and if you believe it advisable to forward it on to them I would be pleased to have you do it. It does not seem proper for me to send it on directly as we have so far not had the pleasure of meeting, and the subject of the license has not, of course, been mentioned. It is a pleasure to have your favorable judgment of the qualities and points of view of these men, and it is a satisfaction to know that men coming into the industry are of this character.

Very truly yours,

5278

10293

Government's Exhibit No. 123

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

Oct. 15, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Co.
205 West Monroe St.,
Chicago, Ills.

DEAR MR. AVERY:

Acknowledging your letter of the 11th enclosing copy of License Agreement.

I am confident the way to deal with the gentleman referred to is by dealing with him in a frank open manner, which I have attempted to do up to the present time.

It is my opinion that it will be a wise move to forward the contract to Mr. Fuller with a request that the matter be kept strictly confidential, and a further request that he is to return the contract to me as soon as some decision has been reached in the matter.

In this connection I might advise you that the Directors of this Company had a meeting Monday of this week, and the License Agreement matter was referred back to a Committee.

This Committee expects to meet with all other Manufacturers of board who have not yet signed the License Agreement. The meeting will probably be Thursday of this coming week with the object in view of getting united action on this matter.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/LM.

10294

Government's Exhibit No. 124

OCTOBER 19 1926

F. J. GRISWOLD
*American Gypsum Company
Port Clinton, Ohio*

DEAR MR. GRISWOLD:

Thanks for yours of the fifteenth. I am glad to have the information this contains, and will be interested in hearing from you after the meeting that you expect to have with all other manufacturers of the board who have not so far signed the license agreement. Regardless of the outcome of your efforts in this particular, I want to assure you of my appreciation not only of your interest but of the broad-visioned manner with which you have proceeded with this important subject.

I learn nothing much about your other efforts, but the grape-vine circuit continues to bring in evidences of your progress and expressions of confidence in your ultimate success

Very truly yours,

5280

10295

Government's Exhibit No. 125

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

OCTOBER 20, 1926.

MR. S. L. AVERY,
c/o United States Gypsum Co.,
Chicago, Illinois.

DEAR MR. AVERY:

Replying to your letter of the 19th, I regret to report that I was unsuccessful in getting all of the people interested to attend the meeting on the 21st, as planned, but some of them were unable to come on account of previous engagements. I do not believe I will be able to get them together until after the first of the month, but all of them have expressed the desire to come as soon as they can arrange their affairs to do so.

I might add that the Atlantic Gypsum Company is very much interested, judging from a recent telegram I received from them.

I am quite sure you appreciate what I have to contend with and also appreciate the fact that if the original plan should fail of unanimous consent of all of the manufacturers, and if the other deal about which you are familiar should materialize, it would still leave the way open to bring the matter to a head in a much easier way. I am quite sure that one or the other will succeed by patient and persistent work.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

10296

Government's Exhibit No. 126

OCTOBER 22 1926

F. J. GRISWOLD
American Gypsum Company
Port Clinton, Ohio

MY DEAR MR. GRISWOLD:

Your letter is received, and I am interested in all you say. The time that has passed since we first took up this license matter is long, and I am eager to have a talk with you soon. Charlie tells me that he phoned you this morning and that you planned to be in Chicago the first day or two of November. I am glad of this, because I will admit to being a little disturbed at our lack of progress.

Yours very truly,

10297

Government's Exhibit No. 127

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

NOVEMBER 1, 1926.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

Pardon delay in replying to your letter of October 22nd, but I have been absent from the office and just returned.

It will be impossible for me to be in Chicago this week but will call and see you when I am there.

I am trying to arrange for a meeting either Saturday of this week or Monday of the coming week. I have heard from most of the parties.

After this meeting I expect to have definite views of some of the manufacturers of Wall Board which I have not had an opportunity of getting up to the present time.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

5282

10298

Government's Exhibit No. 128

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

NOVEMBER 16, 1926.

MR. S. L. AVERY,
c/o United States Gypsum Co.,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

After spending considerable time with the manufacturers of Wall and Plaster Board, discussing the proposed license agreement submitted by your company, I am now compelled to admit that further efforts would simply be a waste of time and that it would be impossible to get them to sign this agreement as written. The principle objection is the length of time which the agreement runs and the list of patents described as exhibit A, acknowledgment of the validity of which is required according to the present agreement. You will remember that when the matter was first up for discussion it was figured that the length of time which the agreement was to run was to be much shorter as the Utzman Patent expired in about three years.

I have discussed this matter pretty thoroughly with all of the companies with the exception of the Certainteed Products Company. I am not in a position to know where they would stand on a contract that only covered the Utzman Patent and run during the life of the Utzman Patent which is about three years. I expect to see them in a short time but I feel confident that all of the rest of the manufacturers will sign such an agreement along the same general lines of your present agreement. I also believe that the Atlantic Gypsum Company who are figuring on going into the Wall Board business will sign such an agreement, but know they will object to an agreement running practically ten years. I expect to be able to report to you in a short time exactly what they are willing to do.

I am pleased to report that matters are progressing very favorably along the line about which you are familiar and believe it will not be long before some definite action is taken.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

Dictated but not read

10299

Government's Exhibit No. 129

NOVEMBER 22 1926

MR. F. J. GRISWOLD, *President*
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Your letter of the sixteenth I find on my return to the office. I appreciate your efforts with the other board manufacturers. I understand your statement of their position, and regret that we have no alternative to offer. I have been disappointed that you have not found it possible to earlier express your own position in this matter. I do not find anything in yours of the sixteenth that relates to the position of the American Gypsum Company, but assume that you will advise us of this at an early date.

Yours truly,

President.

5284

10300

Government's Exhibit No. 130

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

NOVEMBER 29, 1926.

MR. S. L. AVERY, Pres.,
United States Gypsum Co.,
205 West Monroe St.,
Chicago, Illinois.

DEAR MR. AVERY:

Replying to your letter of the 22nd, in view of the fact that all of the independent manufacturers with the exception of the Beaver Products Company and the Universal Gypsum Company, were opposed to the length of time which the proposed license agreement was to run, and to the acknowledgment of the validity of so many patents, the Directors of The American Gypsum Company were opposed to signing the agreement which so many other manufacturers refused to sign. The writer hopes to submit something for your consideration in the very near future. Might add further that proposition number two, with which you are quite familiar, seems to be progressing very nicely, and if it goes thru to a successful conclusion, may somewhat change the situation all around.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

10301

Government's Exhibit No. 131

DECEMBER 30 1926

F. J. GRISWOLD, General Manager
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

As the attempts made to adjust the differences between us relating to the plaster-board edge seem to have exhausted themselves without result, I am writing to advise you that we hereby withdraw the proposal made to you in this connection.

Yours truly,

President.

10302

Government's Exhibit No. 132

THE AMERICAN GYPSUM CO.

General Offices and Mills

PORT CLINTON, OHIO

JANUARY 3, 1927.

MR. S. L. AVERY, *President*
United States Gypsum Company
Chicago, Ill.

DEAR MR. AVERY:

I acknowledge receipt of your letter of the 30th. Am very sorry indeed that we have not been able to reach an adjustment in the matter referred to not only with this Company but all the other people interested and regret to note that you feel as you do about the matter but am frank to say to you that I have not given it up.

You will remember that I started out to deliver 100 per cent of the manufacturers of board that would be willing to sign up on a license arrangement with your company which at that time only extended during the life of the Utzman patents and at a meeting that was held all of the manufacturers seemed to feel favorable to the matter but the later contracts which were submitted extended the time over about an eleven year period and brought in to this new contract a number of other patents which had not been considered in the original proposition, which explains the stumbling block for me all the way along.

Since the meeting referred to the Certainteed Products Company began the manufacture of board and are making an open edge type of board rather than make any protected edge type which might get them into litigation. I regret to say that some of the reports I hear from the Southwest territory indicate that they are doing just what I anticipated would be done in case this license agreement was not entered into. Another manufacturer, the Atlantic Gypsum Company, are just about ready to start the manufacture of wall board and they too will manufacture an open type edge unless some agreement can be reached with you on a shorter time contract.

With the exception of the Certainteed Products Company and the possible change of mind of the National Gypsum Company every other manufacturer now is ready to enter into a shorter term contract. The Certainteed Com-

pany are considering the matter but have not given me a definite answer. If their actions are favorable every manufacturer will then be ready to enter into a shorter time contract which will be along the same general lines of your present contract and if I am successful in getting 100 per cent the proposition will be submitted to you for consideration. As indicated above, at the present time, every concern including the Atlantic Gypsum Company is willing to enter into this contract with the exception of the Certainteed Products Company. The National Gypsum 10303 Company has so indicated but suggested one or two alternate propositions which I think they would waive providing all the rest of the manufacturers agreed on the proposed contract.

Yours respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG R

10304

Government's Exhibit No. 133

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

JANUARY 31, 1927.

MR. S. L. AVERY, Pres.
United States Gypsum Co.,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

Thru Mr. Henning, I am advised that you will return to Chicago on February 2nd.

I wish to advise that all of the manufacturers of Wall Board have now given me a final answer as to their attitude covering the license agreement with you, and I stand ready to meet you at the earliest possible date.

I expect to attend the meeting of the Industries at Chicago Tuesday and Wednesday, February 8th and 9th.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

10305

Government's Exhibit No. 134

FEBRUARY 2 1927

F. J. GRISWOLD
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Yours of the thirty-first is at hand. I think our conversations and the correspondence we have had on the patent matter have made clear the company's position on this subject. I gather from your communication that the position of the wall board interests with whom you have conferred is of the nature indicated in your former letters. While I should be very pleased to see you and to discuss this matter, I can hold out no encouragement to you for any change in our position.

Yours very truly,

President.

10306

Government's Exhibit No. 135

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

FEBRUARY 5, 1927.

MR. S. L. AVERY, *President,*
United States Gypsum Co.,
205 West Monroe Street,
Chicago, Illinois.

DEAR MR. AVERY:

I acknowledge receipt of your letter of February 2nd, and assure you that your former communications have made clear to me your position, but I feel it my duty to give you the information that I have, which, of course, you will act upon as you decide for your best interest.

I will be in Chicago on the 7th, 8th and 9th and would like to see you on the 7th, if possible, but will call you by phone and arrange for a meeting.

Yours respectfully,

THE AMERICAN GYPSUM CO.
F. J. GRISWOLD

FJG/AS.

5288

10307

Government's Exhibit No. 136A

MARCH 24, 1927.

MR. C. E. WILLIAMS,
c/o National Gypsum Co.,
Buffalo, New York.

DEAR MR. WILLIAMS:

Replying to your letter of March 21st, Mr. Frank Cox, who was formerly with us in Detroit, Michigan, has made a change as indicated in your telegram, but he is now with us here at Port Clinton, and so far as we know he is not contemplating any further change.

A letter addressed to him in care of The American Gypsum Company will reach him.

I have not had the pleasure of hearing from you since discussing the board proposition with you in Buffalo and I suppose Mr. Haggerty is home, as he expected to be in a few days.

I am very glad to inform you that the Texas Cement Plaster Company decided recently to enter into the license agreement with the United States Gypsum Company, but I am still further pleased to advise you that since they reached that decision, they have reached the decision to join in our proposition so they will become one of the group which we are merging. The Atlantic Gypsum Company signed up their agreement and the Certainteed Products Company are considering it with much greater favor. I would like to urge upon you to discuss the matter with Mr. Haggerty, because our organization, when we get lined up will soon reach an agreement, which, if the Certainteed come in, and I am sure they will, will make it 100% with all manufacturers who will be operating under the license agreement, doing away with all legal complications which have existed in the past and which are so unpleasant as well as expensive.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10308

Government's Exhibit No. 136-B

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

MARCH 24, 1927.

MR. C. E. WILLIAMS,
c/o National Gypsum Co.,
Buffalo, New York.

DEAR MR. WILLIAMS:

Replying to your letter of March 21st, Mr. Frank Cox, who was formerly with us in Detroit, Michigan, has made a change as indicated in your telegram, but he is now with us here at Port Clinton, and so far as we know he is not contemplating any further change.

A letter addressed to him in care of The American Gypsum Company will reach him.

I have not had the pleasure of hearing from you since discussing the board proposition with you in Buffalo and I suppose Mr. Haggerty is home, as he expected to be in a few days.

I am very glad to inform you that the Texas-Cement Plaster Company decided recently to enter into the license agreement with the United States Gypsum Company, but I am still further pleased to advise you that since they reached that decision, they have reached the decision to join in our proposition so they will become one of the group which we are merging. The Atlantic Gypsum Company signed up their agreement and the Certainteed Products Company are considering it with much greater favor. I would like to urge upon you to discuss the matter with Mr. Haggerty, because our organization, when we get lined up, will soon reach an agreement, which, if the Certainteed comes in, and I am sure they will, will make it 100% with all manufacturers who will be operating under the license agreement and will do away with the legal complications which have existed in the past and which are so unpleasant as well as expensive.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

5290

10309

Government's Exhibit No. 138

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

DECEMBER 27, 1927.

MR. J. H. McCrady,
c/o McCrady Brothers Co.,
Braddock, Pa.

DEAR MR. MCCRADY:

I was up to Chicago last week and got to talking with Mr. Avery on the matter of the suit that is pending over the question of validity of their so called Birdsey Patent. He doesn't want to postpone the case but wants it to come to trial and it is assigned for January 27th at Cleveland. He said enough to show me that he would very much rather have us take out a license agreement than to proceed with the suit, but of course I just listened to that.

They have given up the idea of applying for a temporary injunction. The case that comes up will be to test the validity of the patent with the idea of getting a permanent injunction, and this is a case where we will be allowed to put our witnesses on the stand. Up to the present time it has all been the submission of depositions, but in this case no depositions will be used unless the witness has disappeared or we are unable to get him to put him on the stand. This trial will have to do only with the so-called Birdsey Patent edge which is an edge tucked in similar to the one which we are making. The Utzman type edge will not come into this case. By this I mean the type edge that the U.S.G. Company use on their Board.

After seeing Avery I had a long talk with our attorneys. You will remember at the last meeting it was suggested that Davis look up somebody in Cleveland and I was to get in touch with Charles Brown, Patent Attorney, who was connected with the Universal Gypsum Company, but after talking with them some time I made up my mind that Charles Brown would not work very harmoniously. Both Mr. Mehlhope and Mr. Poole thought that if we wanted to get additional counsel we should by all means get somebody that is looked up to as one of the best patent attorneys in

the country and they suggested a Mr. Charles Neave of New York, whom they claim is one of the most prominent patent attorneys in the country, their argument being that this case involves considerable money and if we are going to employ additional counsel at all, we should get the best available. I think this is pretty good advice.

For your information will say that Birdsey was granted a patent prior to the patent granted to Sidney C. Clark, our superintendent of the Wall Board Plant who assigned his patent, of course, to the American Gypsum Company. There has also been granted an additional patent to Birdsey 10310 and a patent to Schumacher, all on a type edge that is along the same general lines. By this I mean the two edges of the paper were tucked in. The first patent granted to Birdsey, however, is different than any of the rest. In the sketches and description which Birdsey gives of his patent he evidently had in mind a completely covered edge. That is, the edge of the Board was covered with paper and no stucco was showing. On all of the rest of the patents, including our's, there is no attempt made to completely cover the edge of the paper. On the other hand we are trying to keep from doing that very thing. We simply tuck the edges of the Board in and let the stucco come clear up to the face of the edge so our Board is practically the same as a raw edge Board, whereas, Birdsey's shows no stucco at all, but shows paper on the edge. As stated above, there are two other patents besides our's that are very similar to our own, all of which shows that the patent office realizes that there is a decided difference in the two different type edges.

If our attorneys can get the judge to realize the difference there is between the two type edges, there should be no trouble in our defending this case successfully. On the other hand if the attorneys cannot get the judge to study the question to such an extent that he can see the difference and simply looks at it in a general way, the decision is apt to go against us. It is for this reason that I personally favor that we get the best talent we possibly can to get the facts of the case across to the judge so forcibly that he will go into the matter thoroughly.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

PORT CLINTON, OHIO

APRIL 12, 1928.

MR. J. H. McCrady,
c/o McCrady Brothers Co.,
Braddock, Pa.

DEAR MR. MCCRADY:

Since dictating other letters today, Mr. Blagden who is with the Certainteed Products Company called me up and said that inasmuch as he and I had done as much or more work than anybody else on the license agreement between the Wall Board manufacturers and the U.S.G. Company sometime ago, the result of which the Beaver Products Company, the Universal Gypsum Company, the Texas Cement Plaster Company and the Atlantic Gypsum Company had entered into a license agreement with the U.S.G. Company, that he in the last two or three weeks had had one or more conferences with Avery of the U.S.G. Company and he had also talked to his own people, the principal of which is George W. Brown, President of the Certainteed Products Company, and it was his own personal opinion that if The American Gypsum Company, the National Gypsum Company, the Ebsary Gypsum Company and the Niagara Gypsum Company would all get together and agree and then some of us talk to George W. Brown, President of the Certainteed Products, it was his opinion that Mr. Brown would agree to join us, and he felt pretty sure that Brown would join.

You remember I reported when I was in New York I had a two and one-half hour conference with Brown, at which time he stated very plainly to me that they were willing at that time to enter into a license agreement without any particular changes in it providing all of the manufacturers, including Ebsary, would enter into it and make it one hundred percent.

When I was in Chicago about ten days ago I saw Avery for a few minutes and I was given to understand by him that notwithstanding the fact they had an injunction suit against the Certainteed Products Company to try to make them carry out the Beaver Products Company's license

agreement, the U.S.G. was willing to drop the suit against the Certainteed providing the Certainteed would carry out the Beaver Products Company's contract. Of course, we have got to make allowance to the fact that Blagden is now connected with the Certainteed Products Company and he may be acting as Brown's spokesman in this case, it really being the object of the Certainteed Products Company to get matters fixed up again and the markets stabilized.

For your information will say that the Wall Plaster market will never be straightened up or stabilized providing the Wall Board and Gypsum Lath market remains in the condition it is. There is no question but that if the Wall Board market were fixed up the Wall Plaster market would automatically be affected at the same time. Blagden 10312 was very anxious to know what our position in the matter would be and I told him that I could not tell him until sometime about the middle of the coming week. He seems very anxious to get at the matter at once, because he thot if it could be done now, before the market gets to the extreme bottom like it is in the south-west territory where plaster is selling for \$2.50 a ton, it would probably be much easier to get it fixed up than it would be when matters get worse.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10313

Government's Exhibit No. 142

JUNE 18, 1928

MR. J. H. MCCRADY;
c/o McCrady Brothers Co.,
Braddock, Pa.

DEAR MR. MCCRADY:

Richardson has sent us his report, and I am pleased to advise that the result shown for the month of May was a gain of . We had about \$1,700 expenses to pay out during the month of May that in reality should have been distributed over several months, but under our system the amounts are charged as expense items, which accrue during the month which they are paid.

Our tonnage shipt was not up to 1927. At the same time it was very good and has shown some signs of increasing for the month of June. The same trouble still prevails, that dealers will not order any material for stock and only order when they are compelled to do so for work that cannot be delayed any longer. The price situation has not changed materially and, of course, the low prices have spread to other towns but it has not spread very rapidly. \$6.00 seems to be about the prevailing price excepting on specific jobs here and there where lower prices are made. We seldom find where a lower quotation than \$6.00 is made to a dealer on material for warehouse stock. There has not been to our knowledge any direct movement made in the way of raising prices; but there are rumors all over the country that salesmen of both the Certain-teed and the U.S.G. Companies within the last ten days or two weeks have been advising contractors on specific jobs to get their orders in as prices are going to be advanced. These rumors come from all parts of the country and it is safe to assume that some word has been passed down the line from headquarters that the dove of peace would be soon looking for a place to light. As advised you at the last meeting, the Certainteed Products Company frankly admit that they have got enough and they would like to see the prices stabilized. The U.S.G. Company have quit their war talk and are advising contractors to get under cover on both plaster and wall board and also blocks, so lets hope that the two combatants have about gotten enough of the present conditions and will have sense enough to create better ones within the near future. The outlook for business is fair and we believe we will enjoy a very fair tonnage in the next four months, at least, and hope it will continue up to December 31st.

Yours respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10314

Government's Exhibit No. 144

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

SEPTEMBER 10, 1928.

MR. EUGENE HOLLAND,
c/o Universal Gypsum & Lime Co.,
Chicago, Illinois.

DEAR MR. HOLLAND:

I acknowledge receipt of your letter of the 7th, and note your statement that nothing new has developed in regard to the price situation.

The attitude of this Company has not changed, and we do not think there is a ghost of a show of our Board ever considering the present license agreement of the Gypsum Company. If they will amend the agreement to give their licensees some protection and consideration for the money they get paid, I am inclined to think our people would consider the proposition, but so far Mr. Avery has gone on record that he will not make any change and there is not much chance of this Company being interested in his agreement.

I think you will agree that under the conditions as they are now, you, as licensees, should be entitled to some protection, which you are not getting, and we, of course, feel the same way, and I think the rest of the concerns do also. I believe the National would consider the agreement providing they would have some guarantee as to what action the Gypsum Company is going to take.

We have been compelled to make an open edge Board until we can get squared around here, but we are just coming on the market with a new closed edge Board, which we think will prove very satisfactory to the trade.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

5296

10315

Government's Exhibit No. 143

SEPT. 13, 1928

MR. F. J. GRISWOLD
American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

In the second paragraph of your letter of September 10 you state you believe that possibly your company could be interested in a modified license agreement on closed edge wallboard. I wish you would give me definite information, if you care to, as to just what your idea of this license agreement should be, stating clearly all of the points you think should be covered. I would not expect to use this information received from you other than as a background in approaching this whole situation when the proper time comes.

I think Mr. Haggerty and others interested are still of the opinion that some time in the near future I should attempt to arrange a meeting; in order to be in a position to intelligently handle the situation I should have a very definite idea from everyone involved as to just what they hope to accomplish in such a meeting.

I understand the plaster committee of the National Building Supply Dealers Association is meeting today and I have just been called to sit in with them informally for a few minutes. I am hoping that some good will come out of the effort of the dealers to bring about a more orderly distribution of our products.

With best personal regards, I am

Very truly yours,

President.

EH W

10316

Government's Exhibit No. 146

THE AMERICAN GYPSUM COMPANY
General Offices and Mills
PORT CLINTON, OHIO

SEPTEMBER 19, 1928:

MR. EUGENE HOLLAND,
c/o Universal Gypsum & Lime Co.,
Conway Building,
Chicago, Illinois.

DEAR MR. HOLLAND:

Replying to your letter of the 13th, I have my own ideas of what would be acceptable in the way of a license agreement, but with conditions as they are at the present time, I would not want to make a statement of the ideas of our Board until I consulted them about it. I will take up the matter with them at the first opportunity, but I am of the opinion that there is not much use of your spending much time on the proposition, at least, until the U. S. Gypsum Company indicates in some way that they are in a receptive mood, because as near as I can see, the entire proposition hinges on their attitude. There apparently is no question but that the other manufacturers would all welcome better market conditions, but such conditions cannot be brought about without the U. S. Gypsum Company wanting better market conditions and being willing to make an attempt to improve conditions themselves. So far as I know they have not shown any indications up to the present time that they cared for better market conditions. Conditions are settling down to what might be quite a siege in warfare. Everybody is getting ready to hang out as long as they can, and hoping, of course, that it will not be long before an armistice of some kind is agreed upon and the warfare ended.

While we may not be in line with the license agreement, we are perfectly willing to get all of the money we can for our products, and inasmuch as it has been the policy of this company in the past to always get the best market prices for our products, if the license agreement would be entered into by the other manufacturers, the effect of

5298

which would be to sell a licensed product at a certain price, we are confident that with the goods we will put on the market, we will have no trouble in getting as high a price as the licensor.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

Dictated but not read

10317

Government's Exhibit No. 147

SEPT. 20, 1928

MR. F. J. GRISWOLD
*American Gypsum Company
Port Clinton, Ohio*

DEAR MR. GRISWOLD:

I am afraid that nothing can be done towards stabilization until the board matter is entirely out of the way. I believe that Mr. Avery has been very definite in a statement to that effect. Inasmuch as Certain-teed, National, and others are unwilling to negotiate any on the board proposition until your decision is clearly defined, it would seem that the entire matter rests with your decision.

Possibly you are better able to negotiate this yourself, but several of us have thought that maybe we could get farther by having a meeting of several representatives of firms who are involved in the board situation. It might at least be worth while trying, and such a meeting would at least result in finding out just exactly wherein the difference of opinion exists. I was in hopes that you would be in a position to attend such a meeting in case the others were so disposed. If any change takes place in your position, I would be very glad to be informed if you so desire.

With best personal regards, I am

Very truly yours,

President.

EH W

10318

Government's Exhibit No. 149

TEXAS CEMENT PLASTER CO.
OKLAHOMA CITY, OKLA.

FEBRUARY 17, 1927

MR. F. J. GRISWOLD,
c/o American Gypsum Company,
Port Clinton, Ohio.

DEAR MR. GRISWOLD:

Your letter of February 10th received advising me of your conference with Mr. Avery in reference to the patent for the folded edge.

You probably have heard before now about my conference with Mr. Johnson.

If Avery changes his mind and wishes to give us a contract for the folded edge let me hear from you.

We have been having wonderfully nice weather down here.

Yours very truly,

TEXAS CEMENT PLASTER CO.,
S. M. GLOYD

President.

SMG:ON

5300

10319

Government's Exhibit No. 150

FEBRUARY 21, 1927.

TEXAS CEMENT PLASTER CO.,
Oklahoma City, Oklahoma.

GENTLEMEN: *Attention Mr. S. M. Gloyd.*

Replying to your letter of February 17th, I have heard nothing further from Mr. Avery up to the present time as to the contract covering the license agreement. My guess is that everything is going to come out all right on this deal, because it looks now like the proposition Johnson has been working on is almost sure to go thru, and it will be decided the coming week. I expect all contracts to be signed up by that time ready to proceed with the business. If this occurs, I feel sure we will be able to get along with Mr. Avery and I hope to be able to arrange with him for a license agreement with your company, covering the three year period. For your information, however, will say that the Atlantic Gypsum Company of Boston is considering signing up with him on a long time contract and Williams of the National Gypsum Company seems to be inclined to sign up on a long time contract. Reeb is also considering it favorable. Of course, if the deal referred to above goes thru, Reeb will be in on that so that in all probability we will be able to get together with Avery in some way. All of us I think will be willing to go in on the long time contract if he will give us some assurance that what he has told us verbally will be carried out by someone else in case he should not be on the job.

Very glad, indeed, to hear you have been having nice weather. The weather we have been having the last week has not been so very bad, but has been what we would call typical winter weather for this time of the year. There is quite a snow storm raging today, however, and it looks like we are going to have some rough weather the next few days.

You will hear from me again within the next week as to how the matter referred to above is progressing.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10320.

Government's Exhibit No. 151

TEXAS CEMENT PLASTER CO.,
OKLAHOMA CITY, OKLA.

MARCH 10, 1927

MR. F. J. GRISWOLD,
*c/o American Gypsum Co.,
Port Clinton, Ohio.*

DEAR MR. GRISWOLD:

Have just returned from Florida and find yours of the 21st and 28th both on my desk.

Also have a letter from Mr. Johnson which advised me that the merge you and he were working on had been completed. I am certainly glad you have been successful in this; thought most likely it would be done some way because you were giving it such careful consideration and this usually brings results.

I want to thank you for all the trouble you have given it in our behalf and if the folded edge business comes up again with Mr. Avery you can count us in line.

Just returned from Havana and Florida. Had a very nice trip, yet there is a lot of work about this running around that I don't care for.

Very truly yours,

TEXAS CEMENT PLASTER CO.,

S. M. GLOYD,
President.

SMG:ON:

5302

10321

Government's Exhibit No. 152

MARCH 14, 1927.

Mr. S. M. GLOYD,
c/o Texas Cement Plaster Co.,
Oklahoma City, Oklahoma.

DEAR MR. GLOYD:

Replying to your letter of March 10th, note that you have just returned from Havana and Florida, and that you had a nice trip. Also note your comments that there is a lot of work about running around that you don't care for. I have noticed myself that even when I go on a pleasure trip, there is more or less work about it that sometimes tires a person, but when one takes trips for the interest of the business, he gets very much more tired.

This is all the more reason, Mr. Gloyd, why you should get rid of your plaster mill down there so you will not have anything connected with that to give you anything to worry about.

The mills that we have signed up, of course, is simply the beginning of the proposition we have in mind. We want to take in a number more of them before we get thru, and I hope we can make the matter look attractive enough to you so you will join us.

I believe the Gypsum Industries will have a meeting in Chicago the early part of April. Are you planning to be up there at that time?

For your information, we understand that the Atlantic Gypsum Company have signed up their contract with the United States Gypsum Company on the covered edge.

As soon as we get our matters in shape I am going to take up the license agreement with Avery, and feel we will reach an agreement where all of our plants will be in on the license agreement, and hope to get things in shape so you can go in also. I have you in mind at all times when I am talking with Avery on the proposition and as soon as we get matters in shape so they will look attractive to you, I will take up the matter with you.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10322

Government's Exhibit No. 153

TEXAS CEMENT PLASTER CO.
OKLAHOMA CITY, OKLA.

MARCH 25, 1927

MR. F. J. GRISWOLD,
*American Gypsum Co.,
Port Clinton, Ohio.*

DEAR MR. GRISWOLD:

Just returned home and I have decided to apply to Mr. Avery right away for license to make the folded edge on our Board.

Have also decided that I would like to have you reply, setting forth what you had in mind to have Avery and his board of directors place on their minuite book in reference to Avery's version of how he would treat you and I, and also other firms that he had given license for the folded edge. I refer to the kind of treatment and the way that he would treat the license arrangement after the expiration of two and one-half years or during the remainder of the eight years.

Would like to have a free expression from you of your ideas of what resolutions Avery should place on the minuites and have confirmed by the board of directors, if we could get it.

I am firmly of the opinion that if you will make application for your company right away that they would both be accepted and contract sent us right away.

He already has the Universal Gypsum Company and the Beaver Products Corporation signed up on it and believe he would have to waive it to them if he gave us a better contract.

Please let me have a very prompt reply as I have definitely decided to write Avery very soon, but will await your reply.

Yours very truly,

TEXAS CEMENT PLASTER CO.

S. M. GLOYD,
President

SMG:ON

5304

10323

Government's Exhibit No. 154

TEXAS CEMENT PLASTER CO.
OKLAHOMA CITY, OKLA.

MARCH 28, 1927

MR. F. J. GRISWOLD,
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Enclosed find copy of my message of even date. Presume you have the letter I wrote to you Saturday.

Have definitely decided to take out license as was indicated by Mr. Avery's discussion with me last week. Thought probably you would be ready to make application as I do.

I will likely have a letter from you before this reaches you.

Yours very truly,

TEXAS CEMENT PLASTER CO.

S. M. GLOYD
President

SMG:ON
Encl.

10324

Government's Exhibit No. 155

MARCH 31, 1927.

TEXAS CEMENT PLASTER CO.
Oklahoma City, Oklahoma.

GENTLEMEN: *Attention Mr. S. M. Gloyd.*

Upon the writer's return to the office, he found your letters of the 25th, and 28th.

You will have no trouble with Mr. Avery of the United States Gypsum Company if you make your application for a license agreement on that score. I am positive he will grant same.

I do not think Mr. Avery is worrying about our actions, because when our deal is completed, he understands that we will make an arrangement with him and take out a license agreement. Of course, if you do not take out a license agreement at this time, he is figuring if you join our merger proposition that would clear up the situation, because of the fact that we would take out a license for all of the plants manufacturing Board.

It may interest you to know that I had an interview with the National people while in Chicago the other day, and when discussing the subject, they seemed to be thinking more favorably than they ever did, at I am expecting them to arrive at a conclusion when they discuss the matter further with Mr. Avery.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10325

Government's Exhibit No. 156

S. M. GLOYD
Lumber Dealer
OKLAHOMA CITY, OKLA.

APRIL 5, 1927.

MR. F. J. GRISWOLD,
*c/o American Gypsum Cos.,
Port Clinton, Ohio.*

DEAR MR. GRISWOLD:

Yours of the 31st received, and will say that I made application to the U. S. G. Company for license to manufacture their folded edge plaster board, and presume I will hear something from them before the end of this week.

In my last letter from Johnson he indicated that you and the other three mills are all signed up and ready to go, and presume that you are as busy as a bird dog.

Yours very truly,

S. M. GLOYD

SMG:PF

5306

10326

Government's Exhibit No. 157.

APRIL 9, 1927.

MR. S. M. GLOYD,
c/o Texas Cement Plaster Co.,
Oklahoma City, Oklahoma.

DEAR MR. GLOYD:

Pardon delay in replying to your letter of the 5th, which was on my desk upon my return.

Note you have made application to the U.S.G. Company for license to manufacture the Utzman type folded edge Wall Board. I was in Chicago Tuesday and Wednesday of this week and had a long talk with Mr. Avery. He advised me that he received your application.

It may be very interesting information to you to know that the Certainteed Products Company has expressed indirectly a willingness to enter into a license agreement, and Mr. Avery, who has been opposed to granting them a license, has finally yielded to the persuasion of Mr. Blagden, Mr. Palmer and myself and has consented to consider their application. We expect to have another meeting with the Certainteed Products Company in New York on Thursday of the coming week, which we believe will end the matter, and they will file their application which will be granted.

When they make application, I feel absolutely sure then that the National Gypsum Company will also file their application, and inasmuch as we expect to go in, this will make the matter one hundred percent—in fact better than one hundred percent, because I was able to induce the Atlantic Gypsum Products Company to take out a license and this company was not considered at the time the matter was first shot of.

Mr. Avery seems to be very appreciative of the work his friends have done, which will do away with all the troublesome and distasteful litigation.

It might interest you also to know that the bankers have notified my company here as well as the Niagara and the Empire that the audits of their books have been completed and the results found satisfactory and they would proceed to take over the properties according to contracts.

Now, Mr. Gloyd, I will never feel just right on this matter until we have your plant, and I sincerely hope that the negotiations that are being conducted will result in your plant being one of those in the merger. That is what I had in mind when I started and I would like very much to have my ambitions in this direction fulfilled.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10327

Government's Exhibit No. 158

TEXAS CEMENT PLASTER CO.

OKLAHOMA CITY, OKLA.

APRIL 11, 1927

MR. F. J. GRISWOLD,
*American Gypsum Co.,
Port Clinton, Ohio.*

DEAR MR. GRISWOLD:

Your letter of the 9th received and I have the license contract before me. I am signing and returning them to Mr. Avery today.

I really hope that the Certain-teed Products Corporation will apply for the folded edge Board and that Mr. Avery will grant them license.

I am glad that your undertakings in the merging of those companies are going forward satisfactory to you. Presume I will hear a little further from Mr. Johnson in a few days. He, like yourself, has been very anxious to get our company and he may have worked out something by this time.

We have a new dragline in operation which enables us to uncover all of the Gypsum Rock that we will have need for for the next generation as our overburden runs from five to fifteen feet.

Yours very truly,

TEXAS CEMENT PLASTER CO.,

S. M. GLOYD,
President

SMG:ON

5308

10328

Government's Exhibit No. 159

APRIL 13, 1927.

MR. S. M. GLOYD,
c/o Texas Cement Plaster Co.,
Oklahoma City, Oklahoma.

DEAR MR. GLOYD:

I acknowledge receipt of your letter of the 11th, advising that you are signing the license agreement and returning it to Mr. Avery of the U.S.G. Company.

I am leaving on this afternoon train for New York City where a number of us will meet in conference, and we hope to straighten out Mr. Brown of the Certaineed Products Company. There is little question in my mind but what we will be able to induce Mr. Avery to enter into the license agreement with them, if they are willing, and if they sign the agreement, the National Gypsum Company will also sign, and Johnson and I will then sign up the other companies, which will make it 100%. We hope this will, for many years, do away with the expensive litigation which has been the means of creating considerable feeling between the different manufacturers.

I note that you have a new dragline in operation and am very anxious to get down and look over your plant, but have been so busy here that I have been unable to do so. If matters work out like I hope, I will want to take a run down and look it over.

I feel pretty sure that Johnson will work out the proposition to your satisfaction.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

10329

Government's Exhibit No. 160

THE AMERICAN GYPSUM CO.
PORT CLINTON, OHIO

MAY 31, 1927.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams Street,
Chicago, Illinois.

DEAR MR. AVERY:

Our attorneys in Chicago, Offield, Mehlhope, Scott & Poole have written our Cleveland attorneys, Messrs. Hull, Brock & West, advising them the result of our conference in Chicago last week; further, that the writer will be in Cleveland this week and will see Judge Westerhaven and explain the situation to him as agreed. They suggested that they notify the local attorneys of your company in Cleveland. I am writing Messrs. Hull, Brock & West today, advising that I will be in Cleveland Saturday morning, June 4th.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

F. J. GRISWOLD

FJG/AS

THE AMERICAN GYPSUM COMPANY

Record of special meeting of the Board of Directors of The American Gypsum Company, held at the office of the Secretary and Treasurer, 876 The Arcade, Cleveland, Ohio, at 10:30 A.M. on Wednesday, June 22, 1927.

Meeting called to order by President J. H. McCrady at the time set as above.

A roll call indicated the following:

Present

J. H. McCrady
Edward McCrady
Harry W. Benn

P. K. Tadsen
F. J. Griswold
C. F. Miller

J. B. Davis

There were also present, R. A. McCrady, Attorney, and Stockholder John M. McCrady.

The minutes of special meeting of June 10th, 1927 were read by the Secretary and on motion by Harry W. Benn, seconded by Edward McCrady, the same were approved as read; motion carried.

Wilber T. Richardson's financial statement as of May 31st, 1927, was read by the Secretary and passed to the Directors for personal examination, thereupon Harry W. Benn moved and Edward McCrady seconded, that it be accepted and filed; motion carried.

C. F. Miller moved and Harry W. Benn seconded that a 25% cash dividend be paid forthwith, upon the common stock of The American Gypsum Company, to all stockholders of record at close of business June 22, 1927; motion carried.

The following, relating to the Wall Board Edge royalty claim and suit of the United States Gypsum Company, in United States District Court, Northern District of Ohio, Eastern Division, was read by the Secretary, and the Board ordered that it be filed, and also made a part of the records of this meeting:

10331

UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF OHIO,
EASTERN DIVISION.

In Equity No. 1621

United States Gypsum Company,
Plaintiff,

vs.

The American Gypsum Company,
 $\frac{1}{2}$ Defendant.

It is hereby stipulated by and between the parties in the above entitled cause with the consent of this Honorable Court that this cause be dropped from the Trial Calendar under Equity Rule 57 subject to reinstatement by either party within one year from the date hereof.

HULL, BROCK & WEST

BATES, MACKLIN, GOLRICK & TEARE

Approved.

D. C. WESTENHAVER,
Judge.

May 31, 1927.

On motion duly seconded and carried, this meeting closed.

J. H. McCrady,
President.

J. H. Davis,
Secretary.

5312

10332

Government's Exhibit No. 161

JUNE 2, 1927.

MR. F. J. GRISWOLD,
The American Gypsum Company
Port Clinton, Ohio

DEAR MR. GRISWOLD:

Thanks for your letter of the 31st. Through our attorneys here I learned that the patent case has been postponed in Cleveland, without the prejudice our local attorneys feared, in the opinion of our representative. I have made a note of our conversation covering your personal assurances regarding the carrying out of our outlined understanding immediately subsequent to the taking over of the American and the Niagara by the new corporation, this to be on the basis of \$50,000 for the American and \$6000 for the Niagara, the 5% commission to apply to the shipment of board of both companies from the date of the license issued to the Universal Company. I hope that nothing interferes with the success of your plans and that you will be comfortably launched on the date anticipated, and have a long and happy voyage as master of a ship that appears to me to be on good lines and of sea worthy construction.

With kind regards, I am

Yours truly,

President.

10333

Government's Exhibit No. 162

THE AMERICAN GYPSUM CO.
CLEVELAND, O.

Cleveland, Ohio.

AUGUST 8, 1927.

MR. JOHN A. KLING,

DEAR SIR:

Since you are going to Chicago, will suggest your calling upon Mr. S. L. Avery of the United States Gypsum Company, in connection with the wall-board edge law suit now pending between the United States Gypsum Company and The American Gypsum Company, with the idea of settlement.

Yours truly,

J. H. McCrady,
President.

10334

Government's Exhibit No. 163

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 20, 1927.

MR. JOHN A. KLING

*Cleveland Builders Supply Company
Leader News Building
Cleveland, Ohio.*

MY DEAR MR. KLING:

Since your last visit, I have heard nothing from you on the patent matter we discussed. As the conditions which at the time seemed to warrant our postponement have expired, our attorneys are making application for the reinstatement of the suit. This, as you know, is a preliminary, and would not interfere with any step toward the adjustment of this matter in line with our recent conversation if the American Gypsum Company cares to take it up.

I understand you had a trip abroad. I hope you have had a good rest and added a polish to your always impressive vigor.

Sincerely,

S. L. AVERY

5314

10335

Government's Exhibit No. 164

JNO. A. KLING
CLEVELAND

OCTOBER 15th, 1927

MR. S. L. AVERY,
*United States Gypsum Company,
300 West Adams Street,
Chicago, Ill.*

MY DEAR MR. AVERY:

Find yours of the 20th on my return to the office this morning and will immediately inquire into the American and U.S.G. controversy over patents.

Am in hopes that the matter can be adjusted without a lawsuit and by giving me a few days to inquire I will consider it a favor.

Sending regards and best wishes, I am

Respectfully yours,

JNO. A. KLING

10336

Government's Exhibit No. 165

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 27, 1927.

MR. JOHN KLING
*Cleveland Builders Supply Company
Leader News Building
Cleveland, Ohio.*

DEAR MR. KLING:

Absence has prevented an earlier reply to yours of the 15th. The only step taken so far, I believe, is the reinstatement of the case. My understanding is that while the matter will move toward a place in the calendar, there is ample time for you to give the subject the consideration you suggest.

With kind regards, I am

Yours truly,

S. L. AVERY

10337

Government's Exhibit No. 166

JNO. A. KLING
CLEVELAND

OCTOBER 28th, 1927

MR. S. L. AVERY,
United States Gypsum Company,
Chicago, Ill.

DEAR MR. AVERY:

Complying with mine of the 15th, and again replying to yours of September 20th, I had occasion to meet Mr. J. H. McCrady, President of the American Gypsum Company, on other matters, at which time I explained our visit and my asking about the lawsuit, and recommended that the differences between the two companies be reconciled if possible.

Will suggest that you make no reference to my injecting myself into the matter, but write Mr. McCrady, (who knows of my writing you) saying that the suit has been held up long enough and that you would like to have the matter settled, otherwise, the suit will be started.

Sending regards and trusting you are enjoying the best of health, I am

Respectfully yours,

JNO. A. KLING

MR. BROOKBY: Mr. Avery would like to know the present status of this case. Are you in contact with it?

G. K.

5316

10338

Government's Exhibit No. 167

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 16, 1927.

MR. JOHN A. KLING
Leader News Building
Cleveland, Ohio.

DEAR MR. KLING:

Absence has prevented an earlier response to yours of October 28. I think I have advised you that the case between our company and yours has been restored to the docket. It seems probable that there will be a call of the calendar about the first of December. There has been no occasion for me to address Mr. McCrady on this matter, and I am a little reluctant to take the subject up with him in view of the fact that he has always had Mr. Griswold handle it. This patent subject has not been mentioned by Mr. Griswold or any other representative of your company since the conclusion of negotiations incident to the proposed combination.

With kind regards, I am

Yours truly,

S. L. AVERY,
President.

10339

Government's Exhibit No. 168

JNO. A. KLING
CLEVELAND

NOVEMBER 18TH, 1927

MR. S. L. AVERY
*United States Gypsum Company
300 West Adams Street,
Chicago, Ill.*

MY DEAR MR. AVERY:

Appreciate yours of the 16th, and since the case has been placed on the calendar, I will assume Mr. Griswold, or the Secretary, has been notified.

There being such a difference between what I understood was Mr. Griswold's idea of your willingness to settle and your explanation to me at our meeting, did not go into details with Mr. McCrady but suggested getting the matter adjusted, explaining I meet you and incidentally talked about the lawsuit and hoped the differences could be adjusted out of court.

Dislike to inject myself into the controversy, but am anxious to have the matter settled, and believe communication from either you or your attorney would result in the American Gypsum Directors urging something be done.

Respectfully yours,

JNO. A. KLING

5318

10340

Government's Exhibit No. 169

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

JULY 7, 1928.

MR. S. L. AVERY, *President,*
United States Gypsum Co.,
300 West Adams St.
Chicago, Illinois.

DEAR MR. AVERY:

It was on the Fourth day of July, 1928, about 10:30 A.M., and I had just finished playing the seventh hole in a four-some play in an eighteen hole flag tournament, being the third low handicapped man when some man handed me a clipping from a Chicago paper, telling of the decision of Judge Jones in our Wall Board edge controversy. Being a golf player yourself you will have to agree that a fellow that would do a trick like that in a golf tournament must have done so with the deliberate intention of ruining my score, or else he knew d— little about golf playing. I am not saying that it was not harder to play after that, but I will say I finished the eighteen holes with my usual score, and then played twenty-two more holes with the lowest score I ever have made, so I am now firmly convinced that golf is an excellent game to play to keep your mind off your business worries.

I was, of course, surprised at this decision and will admit that I was disappointed, but realize that both could not win, and congratulate you on doing so.

You stated, during our conversation last week, that no matter who won the decision in this Court, it didn't mean much and that the case would likely go to the higher court in order to settle the question beyond dispute. The Board of Directors of our Company meet on July 11th, at which time, I think, this matter will be discussed, and no doubt a plan of handling it decided on, of which you will in due course of time be advised.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY

FJG/AS.

F. J. Griswold

10341

Government's Exhibit No. 170

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

SEPTEMBER 22, 1928.

MR. J. B. DAVIS,
Detrouer, Chippewa County,
Michigan.

FRIEND DAVIS:

This is Saturday afternoon, and I thot I would drop you a line before the office closed to let you know that we have made remarkable progress with our new Wall Board edge, and we are now in production, making it about as fast as we made the old White Rock Board, and are really making a better edge than the old one. This seems to be the opinion of every one that has seen it. We are getting in a number of orders and have already made shipments which have proven satisfactorily. In fact we have had nothing but praise for this type edge. I am not the least bit worried about being able to hold all of our old customers with this edge, neither do I think there is any danger of the U.S.G. Company being able to cause us any particular trouble other than possibly an attempt to scare us off. Mr. Kling nor any one else who has gone into the matter with other attorneys see where they have much chance, because the edge we are now making, is nothing more than an open edge Board, which is moulded and forced in by a troweling process with reinforcing cloth. The Board is not a covered edge, neither can it be claimed that it is a fully protected edge. We claim it is simply a moulded edge which is reinforced, and this is correct.

There is no particular change in the price of Wall Board. In fact it is getting worse. It is down as low as \$12.00 at the Mill. There are some indications, however, that there is a possibility of something being done to get prices in better shape before the first of the year. There are reports coming in in a round about way indicating that the U.S.G. Company are far from satisfied with the situation. There is no particular change in the Plaster situation also. The price is \$4.00 in quite a few places but in some places we, of course, are getting as high as \$6.00. Our average

price is \$5.00. We are meeting competition where we think advisable and are trying to increase our tonnage, but we are not making much progress so far as Plaster goes, but the new Wall Board will bring us in some additional tonnage.

We have had wonderful weather here, very little rain. It is ideal weather for ripening of corn, which is practically all out of the way of frost. So far as I know we 10342 have not had any frost here yet although it has been pretty chilly.

I went duck hunting a little while last evening for the first time, but didn't have very good luck. The ducks are up to their old habits and do not come in until after sundown, and they haven't been shot at either to make them scary. It seems that the instinct of some good preservation teaches this. There are lots of duck after sundown and I could have killed the limit.

Hope you are enjoying your stay there and also hope you will get some good duck shooting before you return. Mr. Kling is in California, having left Cleveland Sunday, September 16, going to Los Angeles, due to the fact that his mother had an operation and he made the trip on that account. I haven't heard when he will be back.

We have a cash balance in the bank of \$74,283.68, with all August bills paid, and we estimate we will collect \$52,000.00 yet this month. We are losing money, of course. We cannot do anything else under present conditions, but we are watching the corners closely to keep our finances in as good shape as possible.

We had a directors' meeting the 17th.

Yours very respectfully,

THE AMERICAN GYPSUM COMPANY
F. J. GRISWOLD

FJG/AS.

Dictated but not read.

10343

Government's Exhibit No. 171

THE AMERICAN GYPSUM CO.

NOVEMBER 20TH, 1928

MR. S. L. AVERY,
United States Gypsum Company,
Chicago, Ill.

MY DEAR MR. AVERY:

Endeavored to reach you by phone as promised. Discussed the patent matter with some of the members of our Board and having gone into more or less of the details of our Chicago meeting, will consider it a favor if you will forward me a copy of the new licensed agreement you expected to prepare. Some of the clauses in the 1926 agreement were objected to by our people and if you will kindly send me copy of what you are now preparing to offer the other manufacturers I will be able to give you definite answer without delay.

Regretting I was unable to reach you by phone, I remain

Respectfully yours,

JNO. A. KLING

10344

Government's Exhibit No. 172

JNO. A. KLING
 CLEVELAND

FEBRUARY 7th, 1929

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams Street,
Chicago, Ill.

MY DEAR MR. AVERY:

Was informed that you were in Florida but today learned you have returned.

Am desirous of going over the various differences of our respective companies with you at your convenience.

Am planning to visit my mother in Los Angeles next week and naturally prefer meeting before leaving for the West.

Respectfully yours,

JNO. A. KLING

5322

10345

Government's Exhibit No. 173

THE AMERICAN GYPSUM CO.

FEBRUARY 13th, 1929

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams Street,
Chicago, Ill.

DEAR MR. AVERY:

Was obliged to be out of the City for a few days, especially since I am sailing for the Pacific Coast on the California, Saturday February 16th, leaving Cleveland tomorrow for New York.

Was very anxious to discuss with you personally the differences between our respective companies with an idea of trying to arrive at something that will relieve both you and ourselves annoyance and expense in litigation, and at the same time justify our meeting your views and recognizing rights that we might question as a matter of good business for both.

After our Chicago meeting I carried out my promise in suggesting to our Directors that we submit all our papers to our counsel in this City, and am sorry that we were not able to come to some decision before, however, our attorney has suggested a contract that he believes would protect you and at the same time be more just to ourselves, as we feel your contract was very unjust in several details.

Will take up with our Executive Board and suggest that either Mr. Davis or Mr. C. F. Miller call on you personally with the proposed agreement that our attorney feels we could both sign in fairness to each other. If this is not satisfactory I will stop and spend a day with you on my return from Los Angeles and a line from you will be forwarded to me.

Respectfully yours, O

Jno. A. Kling
TR

JNO. A. KLING,
Chairman

10346

Government's Exhibit No. 174

THE AMERICAN GYPSUM CO.

APRIL 30th, 1929

MR. S. L. AVERY,
United States Gypsum Company
300 West Adams Street,
Chicago, Ill.

MY DEAR MR. AVERY:

Mr. Watson received a twelve page document from your Attorney, which I admit I cannot fully grasp and Mr. Watson feels it is practically the same as originally proposed with a few additions.

Am under the impression that attorneys carry out instructions and assuring you of my desire to not only adjust past differences, but work together on some legal basis, I am enclosing copy of letter written Mr. Watson and would suggest your attorney calling Mr. Watson requesting an appointment for personal meeting.

Awaiting your pleasures, I remain

Respectfully yours,

Jno. A. Kling
TR

JNO. A. KLING,
Chairman

5324

10347

Government's Exhibit No. 175

THE AMERICAN GYPSUM CO.

MAY 1st, 1929

MR. S. L. AVEBY,
*United States Gypsum Company,
Chicago, Ill.*

MY DEAR MR. AVERY:

Attorney John Watson phoned me that he had phone conference with your Attorney with a view of getting together if there was a possibility of forgetting words and preparing a contract that would be acceptable to you and our Company, and was under the impression that your Attorney would insist on the contract signed by Beaver Board and others, and under the circumstances I can hardly believe, if this is the case, it is worth while getting together and wonder if you are not a little too positive in taking the stand you have.

If there is a possible chance of our getting together based on my letter, which was influenced after my conference with you, I will instruct Mr. Watson to meet your Attorney, otherwise fear it is useless.

The writer feels that he has tried to see the entire matter in fairness to you and made a number of concessions that were not considered by our Directors and feel it is up to you to complete the License Agreement in the interest of the industry.

Awaiting your pleasures, I remain

Respectfully yours,

JNO. A. KLING,
Chairman

Jno. A. Kling
TR

10348

Government's Exhibit No. 176

THE AMERICAN GYPSUM CO.

JUNE 7th, 1929

MR. S. L. AVERY,
*United States Gypsum Company,
Chicago, Ill.*

MY DEAR MR. AVERY:

Mr. Watson read a letter from your Counsel John E. MacLeish to the effect that the contract submitted was not acceptable, which was a surprise to the writer after our phone conversation, as I assumed from your remarks you accepted our request that if you licensed others on any new board we would be given the same privilege. Also accepted our selling to Jobbers as we have been since doing business and as we paid a royalty on all board sold by us, we like yourself would insist on jobbers maintaining our selling price.

You did except our bundle clause but suggested our preparing what we wanted for your consideration.

Since our phone talk I have assumed we were practically together and was in hopes that you would concede to our reference to the bundling clause as we committed ourselves for two years regardless of what system we used to pay the royalty, which in my judgment is a long time; however, as I am anxious to have the matter a closed incident, if the balance of the contract as submitted will be acceptable, I will call my Executive Committee together and have them either accept or decline to sign up on the bundling license.

Assuring you there is no other motive than getting a contract satisfactory to both and having agreed to practically everything suggested by your Attorney, I feel you are now delaying the matter being brought to a conclusion.

Respectfully yours,

Jno. A. Kling
TR

JNO. A. KLING,
Chairman

5326

10349

Government's Exhibit No. 177

JNO. A. KLING
1421 Leader Bldg.
CLEVELAND

SEPTEMBER 18TH, 1929.

MR. S. A. AVERY, *President,*
United States Gypsum Co.,
Chicago, Ill.

MY DEAR SEWAL:—

Since our meeting last Thursday, have given the jobber situation some thought and from my experience as Sewer Pipe Commissioner the past year, believe in the interest of any industry the fewer jobbers the better.

I gave you a list of five from those that have been recommended by our Sales Department. If you will give me a list of jobbers that have been approved and are now recognized by the Gypsum industry, I will see that same are respected.

I expect to be in Chicago tomorrow (Thursday) and would consider it a favor if you will have lunch with me at the Palmer House as I have received a call obliging me to be in your city on other matters.

Respectfully yours,

JNO. A. KLING

Jno. A. Kling/M

10350

*Government's Exhibit No. 178***THE AMERICAN GYPSUM CO.**

OCTOBER 14TH, 1929.

MR. S. L. AVERY,
United States Gypsum Co.,
300 West Adams Street,
Chicago, Ill.

MY DEAR SEWELL:

The last time we met at the Palmer House you spoke of sending us contract similar to the one signed by the other board manufacturers permitting the use of your new board, bundler and approving the few jobbers we recommended.

From phone message understand the manufacturers met with you in Chicago last Monday and if at this meeting an agreement was made, will suggest mailing me copy of the contract, as I had an accident about three weeks ago that is confining me to the house, giving me an opportunity of going over the contract carefully.

Assuming the reference in contract approved by Attorneys MacLeish and Watson, in connection with settlement for past sins, will be satisfactory I will do my utmost to get the matter closed to permit of our working together. Sending regards, I am

Respectfully yours,

Jno. A. Kling
TR

JNO. A. KLING,
Chairman

5328

10351

Government's Exhibit No. 179

THE AMERICAN GYPSUM CO.

OCTOBER 18TH, 1929.

MR. S. L. AVERY,
United States Gypsum Co.,
300 West Adams Street,
Chicago, Ill.

MY DEAR SEWELL:

Yours of the 15th, at hand. Am I to understand that the contracts to make bubbled plaster and the use of starch have not been submitted to other manufacturers?

Was informed by one of the group, who claims they were to receive a contract that would cancel the original making a new deal such as you spoke to me about at our last meeting, that contract was received.

If you are prepared to submit contract to other manufacturers, why not send me copy to permit of my going over it and be prepared to sign what the others agree to at the proper time.

Respectfully yours,

JNO. A. KLING,
Chairman

Jno. A. Kling
TR

10352

Government's Exhibit No. 180

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 22, 1929.

MR. JOHN A. KLING,
The American Gypsum Company,
1421 Leader Building,
Cleveland, Ohio.

DEAR JOHN:

I acknowledge receipt of your favor of the 18th instant. As you were advised in my last letter, we have not yet concluded our purchase of the starch patents as that question depends on the action of the Federal Courts in the Universal receivership. Although certain license agreements have been made subject to the approval by these courts of the sale of the patents to us, we have not concluded to negotiate or make any other licenses at this time. It may be we will decide not to grant any other licenses. Under the circumstances, we prefer to await the action of the courts and the assignment of the starch patents to us before taking up the question of granting any other licenses.

Yours truly,

S. L. AVERY,
President.

5330

10353

Government's Exhibit No. 181

JNO. A. KLING
1421 Leader Bldg.
CLEVELAND

Nov. 12-29

S. L. AVERY, Esq
Prest U. S. Gypsum Co
Chicago

DEAR SEWELL

Have been in Hospital since I left Chicago, while here went over agreement delivered by Mr. McLeash.

As explained to you personally I will sign same but want you to enlighten me a little on 3 points.

First. Feel the U.S.G. Co. should establish cash discount — & the clause referring to discount should be what ever your Co allow as basis for all licensees.

Second—the U.S.G. as owners of patent should establish or make the minimum selling price be our guide.

Third—give me the royalties on each patent covered by the agreement.

Fourth—your approval of our (4) Jobbers—The Fairmount WPCo The Toledo P P Co. The Cleveland 10354 Gypsum Co. & Abbey & Co.

Also what is the Haggerty patent. Am writing under a handycap, but anxious to get the whole thing cleaned up, for our meeting next Tuesday.

Wishing you can read my writing & understand my questions—sending regards.

Respectfully yours,

JNO. A. KLING

10355

Government's Exhibit No. 182

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 16, 1929

MR. JOHN A. KLING
1421 Leader Building
Cleveland, Ohio

DEAR JOHN:

I am sorry to hear that you have been in the hospital and hope that by this time you are well on your way to recovery.

Taking up the points you refer to, I advise you as follows:

First: You said you felt that the U.S.G. Co. should establish cash discount and that the clause referring to discount should be whatever we allow as basis for all licensees. In so far as the price of the patented product is concerned, we fix the minimum price at which the same may be sold, which is the only right we have as owner of the patent. After we have fixed the price the licensee cannot sell by way of discount or otherwise below the price so fixed. In that part of the contract providing for the payment of royalties to us based upon the selling price, the selling price is defined as the delivered price less freight paid by the customer and less regular cash discount. The regular cash discount is a known definite percentage determined according to the custom existing in the business and requires no further definition. We have no right to establish a cash discount. Our only right under our patents is to fix the minimum price at which the patented article may be sold by the licensee.

Second: You said U.S.G. as owner of the patent should establish or make the minimum selling price be the guide of the licensee. I am advised that the only right the owner of a patent has in so far as prices are concerned is to control the price for the protection of the patent. By fixing

the minimum price, as we did in the license, we exhausted the full right we had in that respect. It is for this reason that the contract provides for the minimum price only, which is ample for the protection and has been sustained by the courts.

Third: You asked that I give you the royalties on each patent covered by the agreement. This is impossible. You pay $3\frac{1}{2}\%$ until 1937, which consists of $1\frac{1}{2}\%$ for all of the patents and applications for letters patent described in

Exhibit A except the Roos and Bayer applications 10356 and the Haggerty and Hite patents; 1% for the Roos and Bayer applications; and 1% for the Haggerty and Hite patents. From 1937 and until July 8, 1941, you pay 2%, consisting of 1% for the Haggerty and Hite patents and 1% for the Roos and Bayer applications or patents. Upon the expiration of the Haggerty and Hite patents on July 8, 1941, then commencing with that date you pay 1% on the Roos and Bayer applications or patents. If no patent issues upon the Roos and Bayer applications or patents within two years from the date of the contract, then the royalties you are required to pay are reduced by 1% until a patent does issue.

In addition to the above royalties, you pay $1\frac{1}{2}\%$ in reduction of the claim which we have against you for damages, the amount of such claim to be determined in the manner as set forth in the contract.

Fourth—You ask for our approval of your jobbers. Under paragraph 9 of the contract you have the right to sell jobbers (being those who do not manufacture but buy and sell plasterboard or gypsum wallboard in straight cars or in mixed cars with other building material and who do not sell at retail) without any approval from us. If the jobbers you name are regular jobbers as above stated, then you would have the right to sell the patented product to them. As to other manufacturers or wholesale distributors, then you must have our consent, this provision simply being to prevent the licensee from defeating the license by manufacturing for other manufacturers or wholesale distributors not within the jobber class and who may sell at any price they please as we have no right to control the re-sale price of persons to whom the licensee may sell the patented product.

Fifth—You ask what is the Haggerty patent. The Haggerty patent, generally speaking, covers the use of carbohydrates in the manufacture of plasterboard or gypsum wallboard. This includes starch and all starchy substances. The claims of the patent cover the use of carbohydrates or starch to lighten the board as well as for a bonding agent. I do not wish to be understood as defining the limits or the full scope of the Haggerty patent, as it contains many claims, all of which, as owners of the patent, we reserve the right to enforce. This, in my judgment, is a very valuable patent and by its use great benefits are obtained, such as lighter weight, better nailing, better flexibility and better insulation. As a bonding agent it is of the utmost importance under the present methods of manufacture. As used by the Universal Gypsum & Lime Co., the former owner of the patent, the starch is cooked and added to the gauging water and then combined in the 10357 plastic mix. The result is a lighter board containing voids or forming a cellular product to which the paper adheres very firmly. The use of starch with our Roos and Bayer process makes an improved board of a decidedly superior quality and embodies both the claims of the Haggerty patent and the Roos and Bayer applications.

I hope the above clears up all of the questions you had in mind.

Sincerely yours,

SEWELL AVERY

5334

10358

Government's Exhibit No. 183

THE AMERICAN GYPSUM COMPANY

Record of Executive Committee meeting held at 1421 Leader Building, Monday April 1. 1929., in Cleveland, Ohio.

Meeting called to order by Chairman Jno. A. Kling at 9:30 AM.

Members present

Jno. A. Kling,

Harry W. Benn,
J. H. McCrady

J. B. Davis

Others present

John, H. Watson, Jr. Atty.

C. F. Miller, Director

The Proposed Wall-board Edge License Agreement with The U. S. Gypsum Company was very generally gone over and discussed by those present.

Resolution by Jno. A. Kling, that whereas, on February 23, 1929, J. B. Day is as Treasurer and Harry W. Benn; as Vice President of The American Gypsum Company, did sign two Life Insurance Surrender Deeds No. 780830 and 780831 each for the sum of \$4240.75, issued by the Travelers Insurance Company, a corporation of the City and County of Hartford and State of Connecticut, both covering contracts upon the life of Frank J. Griswold; now therefore, the signatures of said officers, J. B. Davis and Harry W. Benn are hereby ratified and approved and the Secretary is requested to furnish P. K. Tadsen, Insurance Agent of Port Clinton, Ohio, a copy of this resolution for him to forward to the Travelers Insurance Company. Resolution seconded by J. H. McCrady and unanimously carried.

An extended report from Superintendent, F. Wolfe to Jno. A. Kling, Chairman, dated March 20, 1929, was read by the Secretary. It covered a full statement of the conditions in which he found the Port Clinton plant, and what he and his assistants had done to improve conditions; upon

motion by Harry W. Benn, seconded by J. H. McCrady and carried, this report was accepted and ordered filed.

The order given by Chairman Jno. A. Kling, to move the farm house and farm buildings located upon the lands of the Company in Portage Township, Ottawa County, Ohio, to other suitable locations thereon and to use the farm house when moved as a laboratory, was ratified and approved by motion of Harry W. Benn seconded by J. H. McCrady and carried.

The action of the Chairman in directing that all storm water drainage of area contiguous to our mills, which is now drained into our mine and then pumped therefrom, be diverted into natural outfalls through suitable ditches and conduits, was approved, thus relieving our mine pumping.

The action of Chairman Jno. A. Kling and Secretary and Treasurer, J. B. Davis, in selecting Richey & Watts, Patent Attorneys of Cleveland Ohio., to represent this Company in all new patent application now or hereafter pending, as being more practical and workable for us, was unanimously approved.

10359 The action of the Chairman in the settlement of the Poole Hospital Clinic bill against Employee, G. A. New for one half of the bill rendered, equaling \$279.30; and that of H. E. Christiansen's auto service bill on the same basis, equaling 197.00; also the payment in full of the bill of Dr. Poole of Port Clinton, against E. A. Wiechel, for medical services, were upon motion by Harry W. Benn, seconded by J. B. Davis and carried, approved.

Harry W. Benn moved that authority be given Chairman John A. Kling to negotiate with Blair & Co., Bankers of New York City for the purchase of the stock of The American Gypsum Company, and report the most favorable proposal that he can get from them. Seconded by J. H. McCrady and unanimously carried.

It was moved by Harry W. Benn, seconded by J. H. McCrady and carried, that Chairman John A. Kling and Director C. F. Miller be, and they are hereby authorized and given power to act in negotiating with President Avery of the U. S. Gypsum Company in any settlements or agreements required in the Wall Board Edge litigation now pending in the United States Court of Ohio.

The Executive Committee authorized the payment of \$250.00 to George N. Lenci, Secretary for Judge H. W. Rippey and associates as our contribution for services rendered in the pending tariff change upon gypsum rock importation into the United States.

The audit report of Ernst & Ernst of Cleveland, Ohio, was read in brief by Chairman John A. Kling, and passed to members present for their examination as to details; J. H. McCrady then moved that the report be accepted and referred to the Board of Directors to be read at its next meeting. Motion seconded by Harry W. Benn and carried.

It was decided that the next meeting of the Board of Directors be held at the General Office of the Company in Portage Township, Ottawa County, Ohio.

On motion, duly seconded and carried, this meeting closed.

JNO. A. KLING,
Chairman

J. B. DAVIS,
Secretary

10360

Government's Exhibit No. 184

THE BEAYER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

DECEMBER 12, 1925.

MR. S. L. AVERY, *President,*
United States Gypsum Company,
205 West Monroe Street,
Chicago, Ill.

Subject—U.S.G. vs. Bestwall

DEAR MR. AVERY:

During our conversation in Chicago last Thursday, I told you that we had naturally been sizing up all the possibilities that might happen in regard to the suit between our two Companies, and that Mr. Mitchell, our general counsel, who by the way, is not a patent attorney and I have been working up a memorandum in which we have attempted to analyze the results of all possible decisions by the Circuit Court of Appeals of the matters in controversy and contrasted such results with a compromise and adjustment of the suit along the lines which I have discussed with you.

I beg to enclose a copy of this memorandum herewith for your information. I have not attempted to make any argument or weigh the probabilities of this or that decision of the question involved. I have merely attempted to indicate the results that would follow the possible decisions by the Circuit Court of Appeals.

Neither have I, as you will see, filled in any of the figures. There might be a difference of opinion between us as to these various amounts, but frankly I do not see how there can be any difference of opinion on the fundamental proposition that, whatever estimates of future results are made, a settlement along the lines discussed by us would be more advantageous than any possible decision by the Circuit Court of Appeals.

This letter and the memorandum enclosed herewith are of course submitted without prejudice to the rights of our Companies in the pending suit.

Yours very truly,

A. S. BLAGDEN
President.

ASB/h

MEMORANDUM RE U.S.G.—BESTWALL PATENT SUIT

Gain Loss

If defendant's appeal from the decision of the District Court is argued and submitted, the Circuit Court of Appeals may decide:

1. That the Utzman patents are invalid.

The result of such a decision would be:

1. Plaintiff would lose all chance of recovering any profits realized by defendant on its closed-edge board, estimated at

2. Plaintiff would lose all chance of collecting future royalties from defendant during life of Utzman patents, estimated (on basis of annual production by defendant of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of patents) at

3. Plaintiff would lose all chance of recovering profits realized by manufacturers other than defendant on closed-edge board, estimated at

4. Plaintiff would lose all chance of collecting future royalties from manufacturers other than defendant, 10362 estimated (on basis of annual production by such other manufacturers of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at

Gain

Loss

5. The field now occupied by plaintiff, defendant and certain other manufacturers of closed-edge wallboard would be thrown open to unlimited competition. Plaintiff's *annual* loss through such additional competition may fairly be estimated at

6. Plaintiff would be out the costs and expenses of the appeal, estimated at

7. Plaintiff would be out the costs and expenses of suits against other alleged infringers, estimated at

8. Plaintiff would lose irrevocably its present opportunity to organize the industry and stabilize prices.

11. That the Utzman patents are valid but are not infringed by defendant's edge.

The result of such a decision would be:

1. Plaintiff would lose all chance of recovering any profits realized by defendant on its closed-edge board, estimated at

10363 2. Plaintiff would lose all chance of collecting future royalties from defendant during life of Utzman patents, estimated (on basis of annual production by defendant of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of patents) at

3. The supposed decision would to all practical intents and purposes determine that the closed-edge wallboards of other manufacturers did not infringe the Utzman patents. Plaintiff would therefore

Gain

Loss

lose all chance of recovering profits realized by manufacturers other than defendant on closed-edge board, estimated at....

4. Plaintiff would likewise lose all chance of collecting future royalties from manufacturers other than defendant, estimated (on basis of annual production by such other manufacturers of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at.....

5. Plaintiff would be out the costs and expenses of the appeal, estimated at.....

6. If plaintiff claimed that closed edges of other manufacturers did infringe

10364 the Utzman patents, notwithstanding supposed decision that defendant's edge did not so infringe, plaintiff would be put to expense of bringing suits against such manufacturers to establish such claim, estimated at

7. Plaintiff would lose irrevocably its present opportunity to organize the industry and stabilize prices.

III. That the Utzman patents are valid and infringed by defendant's edge, but plaintiff is not entitled to recover any profits realized by defendant prior to entry of decree August 17, 1925.

The result of such a decision would be:

1. Plaintiff would lose all chance of recovering any profits realized by defendant on its closed-edge board prior to August 17, 1925, estimated at

Gain

Loss

2. Plaintiff would be entitled to recover defendant's profits due to assumed infringement from and after such date, estimated at

3. Defendant would naturally proceed to produce either an open edge or semi-open edge or other non-infringing edge, 10365 and plaintiff in consequence would lose all chance of collecting future royalties from defendant, estimated (on basis of annual production by defendant of sq. ft. of board, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at

4. Manufacturers other than defendant would naturally follow defendant's example, and plaintiff would therefore lose all chance of collecting future royalties from such manufacturers, estimated (on basis of annual production by such other manufacturers of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at

5. In promoting sales of new and non-infringing edges, defendant and other manufacturers would naturally and probably reduce prices below current levels. To maintain volume, plaintiff would be obliged to meet such competitive prices, perhaps a number of times on successive reductions. This would result in an annual loss to plaintiff, estimated (on basis of annual production by plaintiff of 10366 sq. ft. of wallboard and price reduction of per M sq. ft.) at

6. Decision would not necessarily determine whether edges produced by manu-

facturers other than defendant infringed Utzman patents. Plaintiff would therefore be put to expense of bringing suits against such manufacturers to establish claim that their edges did infringe Utzman patents, estimated at.....

7. Plaintiff's right to recover profits realized by manufacturers other than defendant on closed-edge board would remain undetermined.

8. Plaintiff would incur costs and expenses of appeal, estimated at

9. Plaintiff would lose, perhaps irrevocably, its present opportunity to organize the industry and stabilize prices.

IV. That the Utzman patents are valid and infringed by defendant's edge, but plaintiff is not entitled to recover any profits realized by defendant prior to filing of plaintiff's amended second supplemental bill in July, 1922.

The result of such a decision would be:

10367 1. Plaintiff would lose all chance of recovering any profits realized by defendant on its closed-edge board prior to July, 1922, estimated at.....

2. Plaintiff would be entitled to recover defendant's profits due to assumed infringement from and after such date, estimated at

3. Defendant would naturally proceed to produce either an open edge or semi-open edge or other non-infringing edge, and plaintiff in consequence would lose

all chance of collecting future royalties from defendant, estimated (on basis of annual production by defendant of sq. ft. of board, a royalty of per M sq. ft. and a five-year period covering estimated life of Utzman patents) at....

4. Manufacturers other than defendant would naturally follow defendant's example, and plaintiff would therefore lose all chance of collecting future royalties from such manufacturers, estimated (on basis of annual production by such other manufacturers of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at

5. In promoting sales of new and non-infringing edges, defendant and other manufacturers would naturally and probably reduce prices below current levels. To maintain volume, plaintiff would be obliged to meet such competitive prices, perhaps a number of times on successive reductions. This would result in an annual loss to plaintiff, estimated (on basis of annual production by plaintiff of sq. ft. of wallboard and price reduction of per M sq. ft.) at

6. Decision would not necessarily determine whether edges produced by manufacturers other than defendant infringed Utzman patents. Plaintiff would therefore be put to expense of bringing suits against such manufacturers to establish claim that their edges did infringe Utzman patents, estimated at

7. Plaintiff's right to recover profits realized by manufacturers other than defendant on closed-edge board would remain undetermined.

*Gain**Loss*

8. Plaintiff would incur costs and expenses of appeal, estimated at.....

10369 9. Plaintiff would lose, perhaps irrevocably, its present opportunity to organize the industry and stabilize prices.

V. That the Utzman patents are valid and infringed by defendant's edge and plaintiff is entitled to recover all profits realized by defendant by reason of such infringement.

The result of such a decision would be:

1. Plaintiff would be entitled to recover defendant's profits due to assumed infringement estimated at

2. Defendant would naturally proceed to produce either an open edge or semi-open edge or other non-infringing edge and plaintiff in consequence would lose all chance of collecting future royalties from defendant, estimated (on basis of annual production by defendant of sq. ft. of board, a royal of per M sq. ft. and a five-year period covering estimated life of Utzman patents) at

3. Manufacturers other than defendant would naturally follow defendant's example, and plaintiff would therefore lose all chance of collecting future royalties from such manufacturers, estimated (on basis of annual production by such other manufacturers of sq. ft. of wallboard, a royalty of per M sq. ft. and a five-year period covering remaining life of Utzman patents) at

4. In promoting sales of new and non-infringing edges, defendant and other manufacturers would naturally and probably reduce prices below current levels. To maintain volume, plaintiff would be obliged to meet such competitive prices, perhaps a number of times on successive reductions. This would result in an annual loss to plaintiff, estimated (on basis of annual production by plaintiff of sq. ft. of wallboard and price reduction of per M sq. ft.) at.....

5. Decision would not necessarily determine whether edges produced by manufacturers other than defendant infringed Utzman patents. Plaintiff would therefore be put to expense of bringing suits against such manufacturers to establish claim that their edges did infringe Utzman patents, estimated at

6. Plaintiff's right to recover past 10371 profits realized by manufacturers other than defendant on closed-edge board would remain undetermined.

7. Plaintiff would incur costs and expenses of appeal, estimated at.....

8. Plaintiff would lose perhaps irrevocably, its present opportunity to organize the industry and stabilize prices.

On the other hand, if the suit were compromised and settled on the terms outlined below, the result would obviously be more advantageous to the United States Gypsum Company than any decision which the Circuit Court of Appeals could possibly render.

The settlement suggested would cover the following points:

1. Defendant would acknowledge validity of Utzman patents.

2. Defendant, in consideration of release of claims of past infringement, would agree to pay plaintiff a reasonable royalty, not to exceed per M sq. ft., on all closed-edge wallboard sold by defendant during remaining life of Utzman patents. Such royalties, estimated on the basis of an annual production by defendant 10372 of sq. ft. of wallboard for the five-year period covering the remaining life of Utzman patents, would amount to

3. Defendant would agree to use its best endeavors to induce manufacturers of closed-edge wallboard other than defendant to accept licenses from plaintiff and to pay plaintiff a like royalty. Such royalties, estimated on the basis of an annual production by such manufacturers of sq. ft. of wallboard for the five-year period covering the remaining life of Utzman patents, would amount to

4. Such recognition of and acquiescence in plaintiff's patents would enable plaintiff to maintain a lawful price control and avoid the necessity of a reduction by plaintiff of current prices to meet competition. This saving, estimated on the basis of an annual production by plaintiff of sq. ft. of wallboard and a price reduction of per M sq. ft. would amount annually to

5. Plaintiff would save the costs and expenses of the present appeal, estimated at

6. Plaintiff would save costs and 10373 expenses of suits against other manufacturers, estimated at

Gain.

Loss.

7. Plaintiff would be able to take a dominating position in the industry with an opportunity to control or at least to participate in the control of prices through legitimate means of patent licenses.

10374

Government's Exhibit No. 186

THE BEAVER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

OCTOBER 1, 1926.

MR. S. L. AVERY, *President,*
U. S. Gypsum Company,
295 West Monroe St.,
Chicago, Ill.

DEAR MR. AVERY:

For your information, I am attaching copy of letter from Mr. Whittemore of the Certain-teed Company.

Yours very truly,

A. S. BLAGDEN

ASB/b
enc.

5348

10376

Government's Exhibit No. 187

CERTAIN-TEED PRODUCTS CORPORATION
100 East 42nd Street
NEW YORK

SEPTEMBER 27, 1926.

MR. A. S. BLAGDEN, *Pres.*,
Beaver Products Co., Inc.
Buffalo, New York.

DEAR MR. BLAGDEN:—

We acknowledge receipt of your letter of the 22d.

Frankly, we could see no reason for taking the matter up further with Mr. Avery of the United States Gypsum Company because we had outlined very clearly the things that we felt should be in a license agreement to make it satisfactory to us, which letter you gave to Mr. Avery. While the writer does not remember all the provisions in the license agreement, it is his recollection that practically none of the things that we considered vital, as covered in our letter, were incorporated in the license agreement, so we could see no reason for going further with the matter.

Yours very truly,

(Signed) AUDENRIED WITTIMORE,
Vice President.

AW:LC

10378

Government's Exhibit No. 188

SEPTEMBER 24 1926

MR. A. S. BLAGDEN.
Beaver Products Company
Buffalo, New York

DEAR GUS:

This will acknowledge the letter and check covering the first month's royalty. I am taking your comment on the hurt of payment as a playful one. As a matter of fact I think that the method of settlement is, as we so often thought, a fine evidence of a sensible and economical adjustment of a serious and menacing difficulty to us both. I feel that the Gypsum Company's position is generous, but of course ask no enthusiasm from you on this point. I think the situation entitles you to a greater credit of accomplishment than you are apt to claim. I believe the whole thing is fair, and while I realize that the stress of payment will be present, that you and your company will not overlook the benefits it has assured.

With kind regards, I am

Yours truly,

10380

Government's Exhibit No. 189

THE BEAVER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

OCTOBER 1, 1926.

MR. S. L. AVERY, *President,*
U. S. Gypsum Company,
205 West Monroe St.,
Chicago, Ill.

DEAR SEWELL:

I have your letter of September 24th and appreciate very much all you have to say.

You are right—my comment was entirely a playful one. I sincerely believe that the arrangement agreed upon by our two companies will work out to the mutual advantage of both. I feel that the "entente cordial" that has started between our companies is only a beginner and

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that if we play the game right it should bring about big things.

Incidentally, the Southern Gypsum Company and ourselves have reached an agreement which I think will work out to our mutual satisfaction.

Hoping to see you soon, and with kindest regards,

Sincerely yours,

A. S. BLAGDEN

ASB/b

10382

Government's Exhibit No. 190

THE BEAVER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

OCTOBER 19, 1926.

MR. S. L. AVERY, *President,*
U. S. Gypsum Company,
205 West Monroe Street,
Chicago, Ill.

DEAR SEWELL:

Attached is a royalty statement and check for \$11,752.45, made out exactly as the last one was.

I would rather make no change until we can get together and thrash out the point you brought up in regard to jobbers, and several other questions that should be settled at once.

I expect to be in Chicago on Friday and Saturday, but will be tied up in the Roofing Association. If you expect to be there Monday, the 25th, I will arrange to stay over so that we will have plenty of time to straighten out these matters. I will make it a point to phone you upon arrival in Chicago Friday morning.

In the meantime, Mr. Henley will be in Chicago on Thursday, the 21st, and I have asked him to go over the several points in question with Mr. Henning. In this way, it ought to save you and me a good deal of time.

Sincerely,

A. S. BLAGDEN

ASB/b
enca.

10384

Government's Exhibit No. 191

OCTOBER 19 1926

MR. A. S. BLAGDEN, *President*
Beaver Products Company
Buffalo, New York

DEAR GUS:

Thinking from your letter of the twelfth that you would appear in a few days, I have not answered it before. We can take up this matter and the others you mention when you come.

You will be interested to know that nothing formal has developed in the matter of the license agreement since the Universal signed. The American Gypsum Company's committee called upon me several weeks ago, and left with, seemingly, a better impression of the agreement. Mr. Griswold has written me in the last day or two that a Board of Directors meeting on the subject referred the matter back to a committee, and that this committee intended to meet Thursday the twenty-first with all other manufacturers of board who have not yet signed the license agreement. "This committee expects to meet with the object in view of getting united action." While I will admit to being a little disappointed in the loss of time on this matter I do fully appreciate the very intelligent treatment that Mr. Griswold gives to this subject, and have confidence that his plans will be wise and influential. I do not know whether you expect to be a part of this meeting, but I hope so.

Mr. Henning spent a day in New York recently with Mr. Collins of the Certainteed and with Mr. Walker, and came on to Chicago with Mr. Walker, who happened to be traveling on the same section. This provided the opportunity for a long general discussion of their points of view on business and business policies generally. It left with Mr. Henning quite definitely many impressions about the Certainteed method of distribution that you have described to me. I will be glad of a chance to talk it over with you when you are next here.

With kindest regards, I am

5352

10386

Government's Exhibit No. 192

SEPTEMBER 15, 1927.

THE BEAVER PRODUCTS CO.,
*Buffalo,
New York.*

GENTLEMEN:

Mr. Blagdon in a recent conversation suggested the advisability of having a meeting of the Board Licensees. It would undoubtedly be of advantage to review the situation and I am writing to ask an expression from you as to your attendance and the time such a meeting would be most convenient.

With kind regards, I am

Yours very truly,

President.

10388

Government's Exhibit No. 193

THE BEAVER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

SEPTEMBER 16, 1927

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams St.
Chicago, Ill.

DEAR SEWELL:

Upon returning here this morning I have had several discussions in regard to plaster board, which I think makes it more important than ever that we have a meeting as soon as possible of your licensees to discuss the matter, so I hope you will write the letters that you decided upon at our last meeting.

With kindest regards,

Sincerely yours,

A. S. BLAGDEN

ASB/b

10390

Government's Exhibit No. 194

THE BEAVER PRODUCTS COMPANY, INC.
Wall and Roofing Materials
BUFFALO, N. Y.

SEPTEMBER 21, 1927

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams Street,
Chicago, Ill.

DEAR SEWELL:

I have your letter of September 15th in regard to a meeting of the Board of Licensees.

I have to be in New York for a Directors' meeting next Wednesday and Thursday, the 28th and 29th. I could attend a meeting at any other time that you may set and the sooner the better.

I had a note from Mr. Fuller stating that he had received your letter and thought it an excellent plan.

With kindest regards,

Sincerely yours,

A. S. BLAGDEN

ASB/b

10392

Government's Exhibit No. 195

POSTAL TELEGRAM

NEW YORK, FEB. 27, 1928, 3:45 PM

To S. L. AVERY,
Pine Hills Club,

Mr. C. O. Brown and I arranging to arrive Chicago Wednesday morning stop. Like to see you then if possible Wire me New York when you will be there

"A. S. BLAGDEN"

5354

10393

Government's Exhibit No. 196

Confirmation of
TELEGRAM
UNITED STATES GYPSUM Co.

A. G. BLAGDEN
Beaver Products Company
New York

TELEGRAM RECEIVED CHICAGO WEDNESDAY
AND PLEASED TO SEE YOU GUS CONVEY TO
CERTAINTED THAT WHILE I HAVE NO OBJEC-
TIONS TO O C BROWN I CONSIDER THE SEND-
ING OF AN ASSISTANT WITHOUT AUTHORITY
TO ME AS DISCOURTEOUS AND ON THIS ACCOUNT
WILL ARRANGE IF HE CARES TO COME THAT HE
BE RECEIVED BY SOMEONE OF HIS OWN RELA-
TIVE POSITION IT MAY BE ADVISABLE TO SAY
THAT THE LICENSE STAND WE HAVE TAKEN
IS FIRM AND UNLESS CERTAINTED WISHES TO
PROPOSE ACTION IN PRACTICAL ACCORD WITH
IT ANY CONFERENCE IS USELESS

S. L. AVERY

10395

Government's Exhibit No. 197

Minutes of Meeting of the Board of Directors of the NATIONAL GYPSUM COMPANY held at the principal office of the Corporation, at No. 409 Jackson Building, in the City of Buffalo, New York, on the 27th day of November, 1928, pursuant to notice.

Present:—J. F. HAGGERTY, *Chairman*
J. W. ANDERSEN
M. H. BAKER
E. W. G. BORER
H. H. BURKHARDT
W. M. CURRIE
E. E. FINCK
W. G. HOUCK
C. E. THOMSON

Absent:—E. F. GUTH
V. W. NELSON
C. E. WILLIAMS

The above named being all of the Directors of the CORPORATION.

Minutes of the Directors' Meeting of September 25th were approved as read.

The President presented in detail the September and October business of the Company.

The President outlined the present conditions in the industry.

The President related in detail the occurrences in connection with the meetings held in Chicago recently in the matter of license agreement on plaster wallboard, and on motion of Mr. Borer, seconded by Mr. Currie, it was

“RESOLVED: That the proper officials of the CORPORATION be and they hereby are authorized and directed to take such action as regards entering a license agreement with the United States
10396 Gypsum Company on plaster wallboard as they may see fit.”

No further business coming before the Board, the meeting duly adjourned.

F. E. DAVIS,
Secretary.

Minutes of Special Meeting of the Board of Directors of NATIONAL GYPSUM COMPANY, held at the principal office of the CORPORATION, at No. 409 Jackson Bldg., in the City of Buffalo, N. Y., on the 14th day of May, 1929, pursuant to notice.

Present:—M. H. BAKER, *Chairman*

J. W. ANDERSON

E. W. G. BORER

H. H. BURKHARDT

W. M. CURRIE

E. E. FINCK

W. G. HOUCK

V. W. NELSON

C. E. THOMSON

C. E. WILLIAMS

Absent:—E. F. GUTH

The above named being all of the Directors of the CORPORATION.

The Chairman announced that the meeting had been called for the purpose of discussing the license agreement submitted to all the manufacturers of gypsum products in the United States east of the Rocky Mountains by the United States Gypsum Co.

The Chairman outlined the principal provisions in the contract and stated to the Board that he had been definitely informed that all other manufacturers of gypsum products east of the Rocky Mountains, except the American Gypsum Company, had agreed to sign the license contract in substantially the form as submitted to this Board. That a final meeting was to be held in Chicago, Ill., within a week following this date, for final disposition of the license contract, and it is therefore imperative that immediate action be taken by this Board on the proposed contract and to definitely decide whether this Company shall enter into a license agreement with the U.S. Gypsum Company.

After a thorough discussion of the contract, it was

“RESOLVED: That the proper officers of this Corporation be and they hereby are authorized and empowered to execute on behalf of the Company in substantially the same form as the contract submitted by the United States Gypsum Company to this meeting, for the purpose of entering into a license agreement with the United States Gypsum Company under all of its patents relating to the making, using and selling of gypsum wall board and to pay the United States Gypsum Company as a royalty and in consideration of said license and in settlement and discharge of all claims for infringement, an amount equivalent of 5% of the selling price of all plaster board or gypsum wall board of every kind, whether patented or unpatented and sold by this Company between the date of said contract and August 6, 1929, the date of the expiration of said Utzman Patent No. 1034746, and thereafter an amount equivalent to 1½% of the selling price of all plaster board or gypsum wall board sold by this Company from August 6, 1929, until February 10, 1937, the date of the expiration of U. S. Patent No. 1330413, and in addition thereto, an amount equivalent to 3½% of the selling price of all plaster board or gypsum wall board sold by this Company from August 6, 1929, until said 3½% of said selling price shall have aggregated the sum of approximately \$180,000.00; and, it is further

“RESOLVED: That the proper officers of the Corporation be and they hereby are authorized and empowered to do any and all things necessary or proper in order to effectuate the foregoing resolution.”

10399 The Secretary read the following Resolution submitted by Mr. Finck, whereupon the following minute was unanimously adopted:

With feelings of intense sadness, we, the Board of Directors of National Gypsum Company, record the death of Joseph F. Haggerty, our President and Leader, which occurred suddenly Friday, April 26, 1929.

Joseph F. Haggerty early in life foresaw the eventual economic potentialities of the wallboard idea. In

his organization of the National Gypsum Company, he sought to carry out his ideals in that direction, and while he was not permitted to accomplish his purpose fully, he has charted the course and leaves an organization prepared to carry on with the same energy and the same spirit that he implanted in all of his close associates. He possessed a great gift of leadership, intuitive sense of vision, personal magnetism and unflinching moral integrity, which made his influence as inescapable as it was unassuming. Open and frank, he opposed conceit and indiscretion. Long will his example be an inspiration to those who had the privilege of being associated with him.

Ever kindly and genial, he formed many warm friendships and his death comes as a personal loss not only to his associates on this Board,
10400 but to all who worked with him in this organization.

Therefore, be it

“RESOLVED: That this Board permanently record our deep debt of gratitude for the great work he accomplished, the heritage which he left us and the affection, love and respect which we have for him. We will forever cherish him in loving remembrance; and further,

“RESOLVED: That we express to his devoted wife and family our most profound and sincere sympathy; and further

“RESOLVED: That a copy of this minute be presented in suitable form to his wife and family.”

Upon motion made by Mr. Finck, seconded by Mr. Williams, put to vote and unanimously carried, it was

“RESOLVED: That the proper officers of the Corporation be and they hereby are authorized to pay the regular stated salary formerly paid to Mr. Joseph F. Haggerty as President of the Corporation, to Mrs. Joseph F. Haggerty, until February 28, 1930.

The Chairman announced that while this meeting had been called expressly for the purpose of obtaining the opinion of the Directors as to whether or not this Corporation should enter into a License Agreement with the U. S. Gypsum Company, no other business would be taken up at this time unless the Directors desired to do so.

10401 Mr. Thomson thereupon nominated Mr. M. H. Baker as President of the Corporation to fill the vacancy existing on account of the death of Mr. Joseph F. Haggerty. Mr. Burkhardt seconded the motion. The Chairman thereupon put the question to vote and Mr. Baker was unanimously duly elected President of the Corporation to fill the vacancy existing on account of the death of Mr. J. F. Haggerty.

Upon motion duly made, seconded, put to vote and unanimously carried, it was

“RESOLVED: That the salary of Mr. Baker as President of the Corporation, be the same as the salary he received as Vice President and Sales Manager of the Corporation.”

Upon motion made by Mr. Williams, seconded by Mr. Anderson, put to vote and unanimously carried, it was

“RESOLVED: That E. E. Finck be and he hereby is elected Treasurer of the Corporation, to fill the vacancy existing on account of the death of Mr. Joseph F. Haggerty.”

Upon motion made by Mr. Nelson, seconded by Mr. Houck, put to vote and unanimously carried, it was

“RESOLVED: That E. E. Finck be and he hereby is elected to serve on the Executive Committee, to fill the vacancy existing on account of the death of Mr. Joseph F. Haggerty.”

No further business coming before the Board, the Meeting duly adjourned.

F. E. DAVIS,
Secretary.

5360

10402

Government's Exhibit No. 199

Minutes of Meeting of the Board of Directors of the NATIONAL GYPSUM COMPANY, held at the principal office of the Corporation, at No. 409 Jackson Bldg., in the City of Buffalo, N.Y., on the 28th day of May, 1929, pursuant to notice.

Present:—M. H. BAKER, *Chairman*
H. H. BURKHARDT
W. M. CURRIE
E. E. FINCK
E. F. GUTH
W. G. HOUCK
C. E. THOMSON
C. E. WILLIAMS

Absent:—J. W. ANDERSON
E. W. G. BORER
V. W. NELSON

The above named being all of the Directors of the CORPORATION.

The minutes of the Directors' Meeting of April 23, 1929, and the minutes of the Special Meeting of the Board on May 14, 1929, were approved as read.

The Secretary read for the information of the Board excerpts from the minutes of the Management Committee Meetings of April 22, 1929, and May 7, 1929.

The Chairman submitted Profit & Loss Statement covering the Company's April operations and gave his estimate of the May operations of the Company.

The Chairman announced that the Company had signed a license agreement with the United States Gypsum Company covering plaster wall boards and the method of bundling gypsum lath, as authorized at the last meeting of the Board of Directors. The Chairman advised that prices on wall boards had been increased on May 23, 1929, as follows:

Gold Bond	\$20.00 per M ft.
Protector.	17.50 per M ft.
Lath	13.50 per M ft.
Seconds	15.00 per M ft.

The Chairman announced that he had appointed Mr. R. F. Burley, General Director of Sales and the Board unanimously expressed its approval of Mr. Baker's action in the matter.

The Chairman stated that prior to the death of Mr. Haggerty, Mr. W. M. Currie had given much of his time and energy in assisting the officers of the Company in solving various problems and that his advice and counsel had always been helpful and valuable. The Chairman stated that he had obtained Mr. Currie's consent to serve on the Executive Committee and that it would be a great favor to him and helpful to the Company if the Board would enlarge the present Executive Committee and appoint Mr. Currie a member thereof.

Thereupon on motion of Mr. Guth, seconded by Mr. Williams, put to vote and unanimously carried, it was

RESOLVED: That Mr. W. M. Currie be and he hereby is designated and appointed as a member of the Executive Committee..

10404 Mr. Williams pointed out the present possibilities of acquiring gypsum businesses. After a discussion it was the sense of the meeting that at the present time there should be no attempts to expand the Company's activities outside of its own immediate operations.

No further business coming before the Board, the Meeting duly adjourned.

F. E. DAVIS,
Secretary.

Minutes of Meeting of the Board of Directors of the NATIONAL GYPSUM COMPANY, held at the principal office of the Corporation, at No. 409 Jackson Bldg., in the City of Buffalo, N.Y., on the 23rd day of July, 1929, pursuant to notice.

Present—M. H. BAKER
E. W. G. BORER
H. H. BURKHARDT
W. M. CURRIE
E. E. FINCK
W. G. HOUCK
C. E. THOMSON

Absent:—J. W. ANDERSON
E. F. GUTH
V. W. NELSON
C. E. WILLIAMS

The above named being all of the Directors of the CORPORATION.

The minutes of the Directors' Meeting of June 26, 1929, and the minutes of the meeting of the Executive Committee of June 25, 1929, were approved as read.

The President presented an account of the operations of the Company for June and explained it in detail.

The President outlined his anticipations for July and the second six months of the year.

The President stated that the United States Gypsum Company has been working on a plan to stabilize the Gypsum Industry and has offered to license the entire Industry under the new method of manufacturing gypsum wall board known as the "Bubble System." The license agreements submitted to each of the wall board manufacturers 10496 contain price fixing clauses and under the agreements submitted the prices of wall board would be fixed for the whole Industry for the term of approximately seventeen years.

The President further stated that if co-operation in the Industry could be accomplished by such means, he believed that it would be worth while for this Corporation to enter into such an agreement, if the "Bubble System" could be obtained for a reasonable consideration.

After a general discussion as to the advisability of this Corporation entering into a license agreement with the United States Gypsum Company for the use of its Bubble System in the manufacture of wall board, it was,

Upon motion duly made, seconded, put to vote and unanimously carried,

"RESOLVED: That the Executive Committee of the Corporation be and they hereby are authorized and empowered to negotiate and enter into an agreement or agreements with the United States Gypsum Company for a license under certain patents owned by the United States Gypsum Company, controlling the manufacture of gypsum wall board, upon such terms and conditions as a majority of the said Committee shall deem most advisable, provided that the United States Gypsum Company, by virtue of the agreement with this Corporation and with other manufacturers of gypsum wall board, shall control the price of wall board sold in the United States and its possessions.

It is further

10407 "RESOLVED: That the Executive Committee be and it hereby is authorized and empowered to settle the pending litigation with the Universal Gypsum and Lime Company, upon such terms and conditions as a majority of the Executive Committee may deem most advisable."

Mr. Burkhardt suggested the advisability of the Corporation's insuring the life of its President on a term policy. After discussion, Mr. Burkhardt was asked to bring in full report for the next Directors' Meeting.

No further business coming before the Board, the Meeting adjourned.

F. E. DAVIS
Secretary.

Minutes of Meeting of the Board of Directors of the NATIONAL GYPSUM COMPANY, held at the Hamilton Golf and Country Club, Ancaster, Ontario, on the 27th day of August, 1929, pursuant to notice.

Present:—M. H. BAKER
H. H. BURKHARDT
W. M. CURRIE
W. G. HOUCK
C. E. THOMSON
C. E. WILLIAMS

Absent:—J. W. ANDERSEN
E. W. G. BORER
E. F. GUTH
E. E. FINCK
V. W. NELSON

The above named being all of the Directors of the CORPORATION.

The minutes of the Directors' Meeting of July 23, 1929, were approved as read. The minutes of the Executive Committee Meetings of July 30th, August 2nd and August 10th, 1929, were approved with corrections.

The President presented in detail an account of the operations of the Company for the month of July.

The President set forth the situation in the matter of the agreement with Universal Gypsum and Lime Company as set forth in the Executive Committee minutes of August 2, 1929, and on motion duly made, seconded and unanimously carried, it was

“RESOLVED: That the President of the Corporation be and he hereby is authorized and empowered to sign a contract in settlement of the litigation with Universal Gypsum and Lime Company, which settlement shall be substantially that set forth in the minutes of the Executive Committee Meeting of August 2, 1929.

The President outlined the present situation regarding the United States Gypsum Company's proposed license agreement covering their Bubble Patent and the Haggerty Patent, and after a discussion, the following Resolution was moved by Mr. Williams, seconded by Mr. Burkhardt, put to vote and unanimously approved:

"RESOLVED: That the President of the Corporation be and he hereby is authorized and empowered to sign a license agreement with the United States Gypsum Company, covering the use of the Bubble and the Haggerty Patents, at a cost not greater than $2\frac{1}{2}\%$ of the net selling price of all gypsum wallboard manufactured and sold by National Gypsum Company until the expiration of the above patents—against which $2\frac{1}{2}\%$ there would be credited $1\frac{1}{2}\%$ which might be paid to Universal Gypsum and Lime Company as royalties on the Hite and Haggerty Patents—provided that all the present licensees of the United States Gypsum Company enter into a similar license and provided further that in the judgment of the President such action will result in legal stabilization of the markets."

Mr. Burkhardt recommended that the Corporation insure the life of its President in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) either under a ten year term policy or under a modified life policy. After discussion the matter was held over for discussion at a later meeting when a larger proportion of the Board should be present.

10410 The President announced that the office of Assistant Treasurer of the Corporation to which the Board had appointed Mr. T. W. Hammond at their meeting of March-15, 1927, now was without incumbent.

No further business coming before the Board, the meeting adjourned.

F. E. DAVIS
Secretary.

MAY 18, 1928.

Executive Committee of
UNIVERSAL GYPSUM & LIME Co.:

I have called this meeting in order to acquaint you with the serious situation confronting our company. The present management cannot continue very long unless something is done immediately.

There is a reduction in annual salary account, because of changes made to date, amounting to approximately \$115,000.00. In addition to this there will be considerable savings in the traveling expense of some of the traveling men who have been let out. In spite of these savings we are continuing to lose money and will do so until the competitive situation changes.

The result of our savings is reflected in our April statement, not yet available, which shows that we have reduced our selling expense \$10,000.00 under the March figure, but this again is offset by a loss in gross profit of approximately \$9,000.00. This will show you the tendency of the market.

In order to continue to operate, we are today faced with the necessity of closing down our Rotan plant and our lime plant in Texas. This would mean a complete abandonment of the southeastern and southwestern territories. I mention these two plants because they are showing the largest proportionate loss. The loss at Fort Dodge is terrific, but now that we have closed the Iowana plant this loss will be reduced materially.

We are having to remove good men from our organization and will lose others whom we want to retain because of the uncertainty evident. We have opportunities to employ new men who would be valuable to us but cannot conscientiously recommend our company to them.

Negotiation with competitors towards ending the severe competitive situation should be entered into.

We now have Dr. Nelson clearing up our entire patent situation for us, which involves license agreements with our competitors and settlements of lawsuits pending.

It is impossible for us to carry on this sort of work efficiently under present conditions. The condition of our financial status is well known because of indiscretions on the part of stockholders and officers of this company, which serves a further handicap to the management.

10412 We are making daily purchases necessary for our production, knowing that there is a possibility of not being able to pay for these purchases when the bills are due. It is very unfair to place your management in this position. We have practically no money in the bank today, and although our collections will undoubtedly take care of our immediate requirements for some little time, we have on hand approximately \$61,000.00 worth of unpaid bills which are no past due.

EUGENE HOLLAND
President.

10413

Government's Exhibit No. 203

THE AMERICAN GYPSUM CO.
General Offices and Mills
PORT CLINTON, OHIO

OCTOBER 11, 1928.

MR. JOHN A. KLING,
Leader News Building,
Cleveland, Ohio.

DEAR SIR:

Referring to the conferences in New York, the following gentlemen were asked to go to Mr. Ebsary's room Monday evening: Mr. Holland, president of the Universal Gypsum Company, Mr. Reeb, Mr. Haggerty, Mr. Baker—a little later on Mr. Walker and Mr. Warren Henley of the Certain-teed arrived.

Mr. Ebsary is exceedingly anxious to have something done to straighten things up, and I noticed that Mr. Haggerty and Mr. Baker also seemed considerably more anxious than they were thirty days ago. It seems that Mr. Ebsary had passed the word around that the President of the Certain-

teed would be present at the meeting in New York, but Mr. Walker announced that Mr. Brown had started that day on a week's vacation but in case it was decided to have a meeting in Chicago this week, he thought that Mr. Brown would be pleased to return and attend the meeting. It was then decided I was to get in touch with you and see whether or not it was convenient for you to come to New York on the following day and I, of course, reported to them, after talking with you, it was not convenient for you to be in New York this week, but that you would meet the above mentioned gentlemen in Chicago some day next week in order to call on Mr. Avery, if such an action was decided upon.

After the meeting on Tuesday Mr. Ebsary asked the same gentlemen to go over to the Certainteed Office, and Mr. Walker, in particular, and supported by Mr. Holland, took the same position they did the day before, that every one must be very sure before going to Chicago that they were willing to walk up and sign up a license agreement with the U. S. G., and also to foot the bill whatever it may be. He also stated that he was very sure that their Mr. Brown would not be willing to take out a license agreement with the U. S. G. on board unless it carried with it a general cleaning up of unsatisfactory conditions of all gypsum products.

10414 It was very apparent that the Certainteed, as well as Mr. Holland of the Universal, were trying to get every one present to commit himself to practically do whatever the U.S.G. would dictate, and Mr. Walker said that Mr. Brown would be glad to use his efforts to get the U.S.G. to make the back royalty payments, if there were any, of the National and ourselves as low as possible. As you know, the Universal people are already operating on the U. S. G. license on board, and it seemed to me that Mr. Holland was mainly a representative of the U. S. G., and I am inclined to think that he reports everything in detail that goes on at these sessions to Mr. Avery. My part, of course, was to listen and report to you, and I made it very plain that all decisions regarding these matters rested with you.

Respectfully yours,

ARTHUR R. BLACK

ARB/FAA

10415

Government's Exhibit No. 204

UNIVERSAL GYPSUM & LIME CO.
CHICAGO

JAN. 7, 1929

Mr. J. F. HAGGERTY, *President*
National Gypsum Company
Buffalo, N. Y.

DEAR MR. HAGGERTY:

I wonder if you have had any talk with Mr. Kling regarding the settlement of litigation between his company and the U. S. Gypsum Co. I have heard indirectly that they are committed among themselves to a settlement but that they have hopes of reducing the amount involved by delaying the time of settlement.

It is my opinion that we should make an effort to hold another meeting of those interested in the board situation. Mr. Kling surely should consider the others involved to the extent of at least letting us know what they propose to do so that yourself and others could be governed accordingly.

Rather than initiate the move again myself, it would probably carry more weight if you and Mr. Brown would request me to call such a meeting. Personally, I cannot see how the American can hope to gain anything at all by delaying the settlement because of the fact this delay is going to be the cause of demoralizing prices during most of 1929 unless the situation is handled promptly.

Please let me have your reaction to my idea as soon as possible.

Very truly yours,

EUGENE HOLLAND
President

EH W

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10417 *Government's Exhibit No. 205*

JANUARY 9, 1929

MR. EUGENE HOLLAND
*Universal Gypsum & Lime Co.
Conway Bldg.
Chicago, Ill.*

DEAR MR. HOLLAND:

When I was in New York Saturday, I had a few minutes with Kling and took the occasion to very pointedly question him on his attitude toward the license agreement. He told me very definitely that they had decided to stay out and I, personally, am willing to accept that as a conclusion.

The question now in my mind is whether or not the other four board makers, who are outside the license agreement, feel that it would be advantageous to go in without the American Gypsum Company. It would seem to me that the chief value in a meeting would be to discuss that point.

As far as we are concerned, there is one question that has come up in my discussion of the subject with some of our directors and I have not been able to answer it satisfactorily. It is this. At the present time, the United States Gypsum Company is naturally unwilling to discuss price, but would feel free to do so under the license agreement because of the price control feature which, as I understand it, gives them that right. If this price control feature was discontinued in August, as is the case in the present form of the agreement, how could we expect the cooperation of the United States Gypsum Company in anything bearing upon a discussion of price? Would not their position then be exactly what it is now, and rightly so?

If this assumption is correct, then is not the price control feature during the eight year period of very vital importance, provided it can be worked out and what is the conclusion of the United States Gypsum Company on that phase of the matter?

My talk with Kling was so brief that I did not have a chance to discuss the reason for his conclusion, but I do

recall that the objection he made to the present form of license agreement, when I talked the matter over with him in Atlantic City, was that there was no price control beyond next August, when the Utzman patent expires.

I would like to hear from you if you care to let me have your opinion before determining our interest in attending another meeting, particularly if Kling does not recede from his present attitude.

Very truly yours

President

J. F. Haggerty: MP

10420

Government's Exhibit No. 206

UNIVERSAL GYPSUM & LIME CO.
CHICAGO

JAN. 12, 1929

MR. J. F. HAGGERTY, *President*
National Gypsum Company
Buffalo, N. Y.

DEAR MR. HAGGERTY:

I am inclined to think that the matter of future prices is not the deciding factor in the attitude of the American Gypsum Company on the wallboard proposition. You will remember that Mr. Avery made it very clear to us that if this plan could not be worked out on the Utzman patent that there were other patents available and we were all agreed that the fact that the Utzman patent expires next August is not a practical reason for continuing the conflict.

It is my opinion that if you and the others interested in the settlement of the wallboard controversy bring enough pressure to bear on the American crowd that something can be done. You will remember that Mr. Kling stated several times that they would be materially influenced by the attitude of the other men involved and I believe we should make an effort to hold him to this idea. I am quite sure

5372

that Mr. Avery would not be interested in negotiating settlements unless everyone involved was included. However, if after conferring with Mr. Brown and Mr. Reeb it is thought advisable that this should be done, I would be willing to make an effort to bring this about.

I am expecting to be East next week, at which time I will talk further with Mr. Brown and will communicate with you later as to his ideas. In the meantime, if you have any new information I will be glad to hear from you.

Very truly yours,

EUGENE HOLLAND
President

EH W

10422

Government's Exhibit No. 207

5-18-29

MR. EUGENE HOLLAND
5114 Dodge Street
Omaha, Nebraska

Mr. Kling has sent in a contract with material changes and declares he will not attend meeting unless these changes are accepted by us. Stop. We cannot accept them and regret that the Tuesday meeting will be futile unless other companies wish to proceed as outlined without American license.

S. L. AVERY.

10424

Government's Exhibit No. 208

UNIVERSAL GYPSUM & LIME CO.
CHICAGO

SEPTEMBER 7, 1934

MR. C. HENNING, *Vice President*
United States Gypsum Company
300 West Adams Street
Chicago, Ill.

DEAR MR. HENNING:

Replying to your letter of August 20, we will consider favorably signing a license agreement for the reflective backing of plasterboard and wallboard. We are, however, more interested in purchasing finished products from you than we are in equipping our plant to manufacture this type of board.

If you find the other wallboard licensees interested and want to make it unanimous, we believe that we can obtain an order in Court authorizing us to enter into such an agreement.

Very truly yours,

ABEL DAVIS AND EUGENE HOLLAND,
Trustees of Universal Gypsum & Lime Co.

EUGENE HOLLAND,
Co-Trustee

EH W

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10427

Government's Exhibit No. 209

CERTAIN-TEED PRODUCTS CORPORATION

FEBRUARY TWENTIETH 1928

DEAR MR. AVERY:

Mr. Blagdon advises that you expect to be back in Chicago the last of this week or the first of next week.

I am planning to be in Chicago the early part of next week. We feel there should be some way to take over the contract that you have with the Beaver Company on closed edge board to our mutual advantage, therefore, if agreeable to you will see you there and talk it over more fully than we have yet done.

Hoping you have had a pleasant vacation, I am

Yours very truly,

C. O. BROWN
Assistant to President,

MR. S. L. AVERY,
Care, Golf Hills Club,
Pass Christian, Miss.

10428

Government's Exhibit No. 211

NEW YORK, FEBRUARY 7, 1928

MEMORANDUM:

*Subject: Cravath, Henderson & DeGersdorff's
Letter of February 6, 1928*

MR. BROWN:

I would accept the assignment of the Board contract by the U. S. Gypsum Company to us, providing it would apply to those plants that we are now taking over from the Beaver Board Company and providing it would not effect

our Acme, Texas Plant or other plants that we may hereafter build.

The royalty would not be more than \$1.10 to \$1.15 per thousand as a maximum until August 6, 1929, and not more than 30¢ to 40¢ as a maximum after August 6, 1929. It is estimated that 60¢ of this would be saved due to lower cost in manufacturing closed edge board and I believe it would take a differential of approximately \$2.00 under the closed edge board to get the business on the open edge board as against the closed edge board, during the next year. Thereafter it may be possible to hold the business at less than this, but this is problematical.

It is my understanding that the U. S. Gypsum Company have not and will not ask us to respect the re-sale price on the closed edge board until August 6, 1929 and after that they have no control over the re-sale price.

If the U. S. Gypsum Company refuse to allow us to manufacture closed board in the present Beaver Plants and open edge board in our other plants, I would take a license under which we would have to manufacture the closed edge board at all of our plants until the expiration of their license agreement, provided we could cancel this agreement and go back to open edge board if we found it desirable to do so, but I would agree not to go back until August 6, 1929.

As this is a matter of so much importance I recommend that Mr. C. O. Brown and Mr. Blagden go to Chicago and discuss this matter with Mr. Avery. Of course if he is unreasonable there is nothing for us to do but make an open edge board and fight it out, but I believe it means too much to both the Gypsum Company and ourselves to not do our part towards working out an amiable arrangement.

L. R. W.

MARCH 1, 1928

MEMORANDUM REGARDING THE POSSIBILITY
OF MAKING PLASTER BOARD UNDER
THE ROYALTY BASIS.

Geo. M. Brown, President — DS

The attitude of the U. S. Gypsum Company at the meeting yesterday was firmly in favor of a closed agreement until 1937 although the main patent runs out next year and, so far as we know, any patent situation thereafter would be very flimsy and probably would not justify any benefits of any kind. We offered to work under the patents until the expiration of the real patent but insisted upon the right to withdraw at that time, if the situation should be unduly irritating, but expressed the hope that we could in the meantime establish cordial relations in the trade and could gladly continue indefinitely.

We are trying to analyze the result of trading or not trading along these lines, our present position being that we will not trade. We see no reason why we cannot trade their way any day because the proposition made us is the most extreme proposition given to anybody. We must bear in mind that the Ebsary Company is proposing to make an open edge board and their history is one of secret rebating on prices which are supposed to be firm. If they should later sign a royalty contract and go to the closed edge board we have no assurance that they would not use many subterfuges and would in that way take our loyal trade because we could hardly compete with them in such manner and we would be tied up on all selling conditions. The National Company, under Mr. Haggerty, is supposed to be lacking dependibility. There would be others. The Texas Company has been most irritating. We are afraid to tie ourselves up indefinitely unless we are willing to acknowledge that we will resort to any subterfuge to offset the subterfuge of others—something that we cannot undertake. The U. S. Gypsum Company themselves have been doing many things which are not supposed to be done in the trade in the way of secret rebates, etc. Our offer to try out this plan until the real patent runs out in August of next year seems to be our

limit. Price wars will cost the U. S. Gypsum Company two or three dollars to each dollar of cost to us. They can less afford to be stubborn than we can.

In looking over the Beaver Board figures and our own figures on Plaster Board for last year, we find that Beaver Board, apparently, made a gross profit of 27.6% on their board for the year. We made 25.3% but in our last quarter we made about 29%. We believe Beaver Board showed much less in their last quarter than their average but have not the figures. Our volume was growing during the last quarter and is in good shape today. Beaver Board's, we believe, was shriveling and with the new competition coming in and continuing to work under their royalty plan, we believe, they would shrivel much more and their profit would shrink further. We are convinced that, if we must have price wars, we can, at least, hold our trade against all comers. We can probably make more profit under the aggressive selling plan and without subterfuges and we can get peace any day, if we should conclude that we must have it.

10430 The Beaver Board Sales Department expresses the opinion that we will lose much of their trade by changing to open edge board but they have expressed doubt about everything in the past and we have found that such doubts have not been justified to date. We believe their opinion in this matter is unreliable and my opinion is that we have broken the ice on open edge board and can drive into big business at some sort of profit and in a way that will force peace before very long and leave us loaded with business and with the good will of the trade, which, otherwise, would probably be sacrificed.

Working along these lines we must prepare to answer the suit of the U. S. Gypsum Company. We should appear as a party to it and we should claim what we believe to be true, that the suit is filed not in the interests of royalties but for the sole purpose of trade domination and monopoly and price control—all of which mean far more than the total of royalty could possibly mean. Our Company has been selling an open edge board entirely satisfactory to our trade at much lower prices than we would have been permitted to sell closed edge board but we have been able to reach the Southwest trade only. They are determined, if possible, to prevent our extending like opportunities to

our Eastern trade. We have offered to continue a royalty basis on the Beaver Board plants and even to include our Texas Plant during the life of the patent, with the possibility of continuing thereafter. This is all they could fairly ask under any conditions. It is more than they were entitled to but their determination to gather in a monopoly, if possible, leads them to risk everything for such domination because of the big rewards possible, if they can succeed. It is not the matter of royalty in any sense that is of importance.

10431

Government's Exhibit No. 213

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 20, 1928.

CERTAIN-TEED PRODUCTS CORP.,
New York,
N. Y.

GENTLEMEN:

Attn: Geo. M. Brown, President.

We have been informed that in your answer to our bill of complaint filed against you, The Beaver Companies, and The Beaver Products Company on account of the breach by the latter of our license agreement, you have alleged that we refused to grant to you a license under our patents unless you would accept the same extended to 1937 and that we had indicated that it would not be acceptable to us if you assumed the license agreement as to the properties of The Beaver Products Company until 1937, exclusive of your other plants. We also understand that you are informing the trade that we have refused to grant you a license to manufacture and sell the protected edge board under our patents.

As you know, every license we have granted has been for a term expiring February 10, 1937, the date of the expiration of patent number 1,330,413. We have repeatedly offered you a license under our patents upon exactly the same terms and conditions and for the same period as we

have granted the same to other licensees, which offer you have refused to accept. In this connection we have explained to you that we were not in a position to grant a license upon terms and conditions different from any other licensee.

This is to advise you that we are ready to grant to you a license to use our patents until the date of the expiration of our patent number 1,330,413 on February 10, 1937, upon exactly the same terms and conditions contained in the license agreement made with The Beaver Products Company and all other licensees.

Very truly yours,

UNITED STATES GYPSUM COMPANY

C. HENNING,

Vice President in Charge of Sales

CFH:MS

10432

Government's Exhibit No. 214

CERTAIN-TEED PRODUCTS CORPORATION
100 East 42nd Street
NEW YORK

MARCH 23, 1928.

U. S. GYPSUM COMPANY,
205 West Monroe Street,
Chicago, Ill.

GENTLEMEN:—

*Attn: Mr. C. Henning, Vice-Pres:
In Charge of Sales*

Replying to your letter of March 20th to the company for the attention of Mr. Geo. M. Brown, President, will say that we thank you for your offer to grant us a license under your patents, etc., as contained in the last paragraph of your letter.

We have not believed it to the best interest of our trade to manufacture goods under a license from your company

as we have understood your license contract. We have had objections to your license agreement as we have understood it, and especially for the time covered after the expiration of the Utzman Patent.

We have considered the possibility of offering to continue the Beaver Board plants only, but not any other plants which we have now or may have in future, under a license agreement. Our present information is to the effect that such an offer, if made, would not meet with your approval and would be refused by you.

We are not sure what your attitude is on some matters under the license agreement, so we have possibly been unable to intelligently discuss any plan for taking a license. We, therefore, ask you the following questions:

1—Does a licensee under your patent have to agree to fixed selling prices as directed by you from time to time, and if so, in what form do you give such directions, and do you advise each licensee of any change before you put it into effect yourself so as to let all of them operate on an equal basis with you and begin on the same date?

2—Is any rebating in any form or manner, or any extra allowance in any form or manner, as a selling aid permissible, and would you use anything of that kind without authorizing a licensee to use it at the same time and under the same conditions by giving advance notice?

3—In case you do fix selling prices in any way, with the requirement that they be maintained by yourself and 10433 all licensees, and some licensee may fail to maintain such prices, causing much loss and annoyance to another licensee who maintains the prices according to the strictest conditions, what protection is given the well-behaved licensee against the bad action of any other seller, whether licensed or unlicensed?

4—It has been repeatedly stated to us by others, and it appears to be understood by some of your licensees, that in case a license should become unduly burdensome, you would authorize a release from it on or after the expiration of the Utzman Patent, and at least one of your licensees understands that you are ready to do that at any time. What is your position on these matters?

5—Will you grant the license for the use of the Beaver plants only, excluding any other plants that we may have now or in the future?

6—Will you grant the license including all of our plants but limiting the license to the expiration of the Utzman Patent?

Perhaps a complete statement of your views on each of the above matters where our information is either incomplete or possibly in error, would enable us to reach some basis for doing business that would be mutually satisfactory. We have assumed that this would not occur and our plans for making open edge board at the Beaver plants will promptly go into effect, unless something in the meantime may warrant a change or delay.

In addition to the above matters, there have been in our discussions many questions of how you handle various details, and your manner of handling may be in some cases most unsuitable for our plan of doing business. For instance, we understand that you give a lineyard company a special price which we do not give them on our products, as we sell the lineyard company and the single yard on the same basis. We also understand that you perhaps make your lowest price to some contractors. We could hardly work well under such a plan as we do business entirely through dealers and distributors. Where a line can be suitably handled by a distributor we like to give our distributor a commission for handling carloads or less. We do not know how you would set prices. We perhaps could not use your plan. There are various such questions in our minds.

We are entirely unwilling to undertake to work with any business interests in the way that we would have to do under a license plan, and later find that they propose to force all operations along lines which we cannot follow. We find that we cannot undertake to get different prices for different areas in a city like Chicago on any product, except as such differences are made necessary because of handling or other legitimate charges, easily explained without causing endless argument. Arbitrary differences to keep up with odd-shaped plans are practically impossible for us to use.

These ideas are mentioned only for the purpose of being sure that we may understand each other in case this subject is to be pursued further so that we need not waste our time in any hopeless discussions.

Very truly yours,

C. O. BROWN
Assistant to the President.

Government's Exhibit N. 215

Original letter of Henning to C. O. Brown dated March 29, 1928.

Reproduction affixed on opposite page.

COB
LAW
SVC
RAM

Copy sent
admission, Jan 21/21

~~Exhibit 192~~

215

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United States Gypsum Company

300 West Adams Street
Chicago

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12-13-43
March 8067

March 29, 1928

FILED
NOV 1 - 1946

Certain-teed Products Corporation
100 East 42nd Street
New York, N. Y.

Gentlemen: Attn: C. O. Brown, Assistant
to President.

The single purpose of our letter directed to Mr. George M. Brown under date of March 20 was to formally make to you the proposal of our regular license made with the Beaver Products Company and other licensees, heretofore verbally offered.

The questions you put in reference to the license conditions have been fully discussed by you with the president of our company, as we assume there is no misunderstanding. On the subject of trade practises you are already fully informed, or can readily acquaint yourself with these in their relations to this company by reference to the management of the Beaver Products Company, with whom you are of course in close contact.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Heuring

Vice President in Charge of Sales

CPH:GS

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Government's Exhibit No. 216

Original letter from C. O. Brown to Henning dated
April 4, 1928.

Reproduction affixed on opposite page.

216

Certain-teed Products Corporation

C. O. BROWN
Assistant to President

100 EAST 42ND STREET
NEW YORK

12-15-45
Arch 1-11
740095 9098

April 4, 1928.

FILED
NOV 1-1945

SALES & MARKETING

United States Gypsum Company,
200 West Adams Street,
Chicago, Illinois.

Attention Mr. C.F. Henning,
Vice President in Charge of Sales.

Gentlemen:-

Replying to your letter of the 29th, will say that in writing you my letter of the 23rd we really had in mind a desire to learn from you exactly how things are handled under the various questions asked in that letter. We were confused from various reports in the trade as to how you direct affairs under the license agreement, and our confusion had been added to by the statements of some of the people of The Beaver Company. Some of the questions could, of course, be answered only by you.

Your own answer to the questions asked should have ended all confusion, and if the answers had been along the lines of what we think are best for business, we would have been inclined to see if we could go any further than we have previously thought we could in the way of working under the license.

We regret that you did not write us fully in reply yourselves, as there would then have been no misunderstanding on any point.

Yours very truly,

C. O. Brown
Assistant to President.

COB:G

Please make no reply Phil -

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Government's Exhibit No. 217

Carbon copy of Government's Exhibit No. 216.

Reproduction affixed on opposite page.

Nov. Trial Ex. No. 217

746095 9099
Item No. 1227

FILED

NOV 1 - 1948

April 4, 1928.

CHAMBER & MURRAY, INC.

Nov. Trial Ex. No. 217
Date 12-13-45
Page 1217

United States Gypsum Company.
500 West Adams Street,
Chicago, Illinois.

Attention Mr. C.F. Henning,
Vice President in Charge of Sales.

Gentlemen:-

Replying to your letter of the 29th, will say that in writing you my letter of the 28th we really had in mind a desire to learn from you exactly how things are handled under the various questions asked in that letter. We were confused from various reports in the trade as to how you direct affairs under the license agreement, and our confusion had been added to by the statements of some of the people of The Beaver Company. Some of the questions could, of course, be answered only by you.

Your own answer to the questions asked should have ended all confusion, and if the answers had been along the lines of what we think are best for business, we would have been inclined to see if we could go any further than we have previously thought we could go in the way of working under the license.

We regret that you did not write us fully in reply yourselves, as there would then have been no misunderstanding on any point.

Yours very truly,

Assistant to President.

CCB:G

10437

CHICAGO, DEC. 13, 1927.

TO: MR. A. S. BLAGDEN BUFFALO

Referring to conference at Chicago yesterday afternoon, regarding Plaster Wallboard market situation, and conclusions tentatively concurred in.

- 1—No change in our sales policy until after first of year.
- 2—Another conference to be held about the middle of January to determine future policy covering this product.
- 3—Operating Department to check into possibility of manufacturing so-called No. 2 board, the specifications of which to follow as near as possible, the outline incorporated on memorandum attached to Mr. Cary's copy of this letter.
- 4—Suggest Mr. Cary discuss this matter with Messrs. Vanhagen and Codwise, letting me have the benefit of their suggestions as to the manufacture of this board as soon as possible.
- 5—For Mr. Peterson's information, the thought as expressed indicated a decline in the market to a basis of \$25.00 per thousand on No. 1 board in the \$30.00 markets and \$20.00 per thousand on No. 2 board in the \$30.00 markets.
- 6—It was also suggested that \$23.00 per thousand for No. 1 in \$25.00 markets be given consideration and \$18.00 per thousand for No. 2 board in the same area.
- 7—The situation above mentioned as affecting \$25.00 markets (in the Southwest) will work a decided hardship on our company, inasmuch as we can ship only from Fort Dodge and will, of necessity, have to equalize with Texas Producing Mills and, as well, furnish our trade with mixed car service out of Agatite based on a \$23.00 market.

I believe the above covers the discussion and, as stated, no changes will be made until absolutely necessary and in no event until after another conference is held.

WARREN HENLEY

WH:LK

CC—J. B. Cary—Buffalo

H. E. Peterson "

H. H. Vanhagen "

10439

Government's Exhibit No. 224

UNITED STATES GYPSUM COMPANY

300 West Adams Street

CHICAGO.

MAY 29 1929

MR. GEO. M. BROWN

Certainfeed Products Company

100 East 42nd Street

New York City.

MY DEAR COLONEL:

We have drawn up a tentative and suggested outline of license for the bubble system which we discussed when you were here. The idea has been to indicate in this draft what occurs to us as suitable expression of the proposed granting of the system rights. If you are interested in this subject, we would much appreciate the views of your Company as to the defects or possible improvements.

Thinking that you would desire to take advantage of the bundle license for the economy and salability that it supplies, we are offering you the license and enclose a copy for such consideration as you care to give it. This very low price has been offered in a cooperative spirit and at a value very much less than the use of the bundle provides.

Permit me, Colonel, to say that I have a most pleasant recollection of your last visit and hope our future relations may travel on that pleasant plan hereafter.

Yours very truly,

S. L. AVERY
President.

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Government's Exhibit No. 225

CERTAIN-TEED PRODUCTS CORPORATION
100 East 42nd Street
NEW YORK

JUNE 4, 1929

MR. S. L. AVERY, *President,*
United States Gypsum Company,
300 West Adams Street,
Chicago, Ill.

MY DEAR MR. AVERY:

Your letter of May 29th, enclosing copy of License Agreement, has just been received on my return to the office after a cruise up to Fisher's Island since Decoration Day.

I am catching up with some work today and leaving for Chicago tomorrow, so will give this matter attention on my return from Chicago.

We are most anxious to promote harmony and friendship in the Gypsum Industry, especially with your own Company, and we can see no reason why any other attitude should be considered for one moment, so a proper consideration of any questions arising should always lead to the conclusion that is best for the Industry and, therefore, best for all of us.

I certainly appreciate to the utmost the kind expression of your letter and am reminded of a most delightful evening which all of us had at your home in Chicago recently. It was a very delightful occasion.

With regards, I am

Yours very truly,

GEO. M. BROWN
President.

GMB:LK

10441

Government's Exhibit 226

This exhibit consists of a Memorandum of G. Brown dated June 4, 1929.

Reproduction affixed on opposite page.

17-11

Item No. 247

New York, June 4, 1929

Subject: LICENSE UNDER BUBBLE
SYSTEM AND FOR BUNDLING
FILE ATTACHED.

By: Geo. M. Brown, President-LI

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*FILED IN
MAY 1929
Lands of the
(RW)*

After reading Mr. Redfield's report and giving the matter as much consideration as I am able to do at this time:

I feel that we should not take out a license under either patent at this time and should go ahead with the application for our Bundling License. We should offer to take out a License under a more reasonable contract for bundling, so that is not a matter of great importance, but we cannot afford to tie ourselves up to use a certain system regardless of its future merit in comparison with what may be developed. We should have the right to discontinue its use, and pay royalty only when it is used, or some such fair general outline. If they seek to be disagreeable and force the matter upon us in any way I feel that we will be able to afford quite as much independence as they can afford. If they desire to risk our present friendly relations for so trifling a matter, and they are insistent, we certainly have the right of resistance and objection.

In regard to the Bubble Plan, it appears to me that this is not far enough along or sufficiently established and any consideration of it should provide a proper freedom for such action in future as we might on questions of merit decide to take. We could use it and pay the royalty, and not use it and not be committed, etc.

A claim was made by Mr. Avery in his conversation that 80% and, perhaps, \$1.00 of cost would be saved on each thousand square feet. Of this, 25% would go to pay royalty. Another unknown part would go to pay for equipment of a lot of machinery and it would take a good while to get even. They would have a price control of our business, which might be to our advantage and might be to our disadvantage in future. They should be just as anxious to have us use this as we should be to get it if there are to be the benefits that they anticipate in stabilizing the whole industry by making a uniform product and get away from the fierce warfare between different products like we have recently had. The saving is too slight to cause us very great worry even if never permitted to use it and the door will certainly be open later for its use if it has the merit that they believe it has. Under a contract sufficiently liberal, we would proceed at once.

I will acknowledge Mr. Avery's letter as per the attached copy.

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Government's Exhibit No. 227

Buffalo

JUNE 11, 1929.

New York

MR. H. H. VAN HAGEN

BUBBLE BOARD

A. WHITTEMORE, V.P.—LC.

We are attaching copy of memorandum made by Mr. C. O. Brown after the meeting at Chicago on the bubble patent. From this memorandum you can easily see the possibilities in this bubble patent. We are submitting the bubble patent to Mr. Redfield for revision in a satisfactory way so that we could sign it, just as we have done with the bundling patent.

Do you expect to be in Chicago before the 26th? We would like to have your comments on the bubble patent, and as soon as we have these, would like to have you talk with Mr. Knode to check up on the savings that he states can be made by using the bubble process.

In the meantime, Mr. Redfield can be working on his revision and by the time we have yours and also the results of your talk with Mr. Knode we will pretty nearly know how to act.

10443

MEMORANDUM

JUNE 6, 1929.

BUBBLE PATENT

The Bubble Patent for use in the manufacture of plaster wall board is in litigation and has not been issued. It was thought that this Patent would not be issued before January 1st, but it now looks as if it might be issued earlier. The litigation is between the Foreign Company, U.S.G., and a man by the name of Rice. U.S.G.'s attorney feels that the Rice interference will not amount to anything. U.S.G., in case they don't get the patent, already have a contract with the Foreign Company for exclusive agency in the United States, so if the Rice interference is ruled out U.S.G. will have control of the patent regardless of whether they win or the Foreign Company wins.

Price control on plaster board expires in August of this year with the expiration of the Basic Patent. Price control on plaster board can be extended for another 17 years if a satisfactory working arrangement can be made with the Bubble Patent. For legal reasons, however, the bubble patent should not be considered from the standpoint of price control but should be gone into by each manufacturer from the standpoint of economy and benefit. Price control would naturally follow such a move.

Mr. Knode, Vice-President, in charge of Manufacturing, of U.S.G. Company estimates a saving in manufacturing cost under the Bubble Patent to be 50¢ to \$2.00 per thousand, depending on the type of board made. Mr. Knode of the U.S.G. Company will be glad to have any of our manufacturing men call on him and go into the proposition in detail and assure themselves of the saving in cost and its advantages, prior to signing license. I would suggest that Mr. Van Hagan arrange to see Mr. Knode sometime in the next two weeks, the reason for this being that the lawyers feel that speed is advisable in lining up various manufactures under this Patent and upon the expiration of the Basic Patent on plaster board, even though the patent will not be issued by that time; and it will be necessary to pay a royalty of 25¢ per square, prior to actual issuance of the patent on any board manufactured. This will not be a hardship, however, if the saving is as outlined and they assure us that they can prove that their figures are conservative.

The License Agreement sent out on the above patent, copy of which we received, is the first draft. U.S.S. Company claim they are not at all arbitrary and are willing to have suggestions on any changes. They suggest that each manufacturer first convince himself that the saving is as outlined, then submit it to their own attorney for suggestions and criticism, and after doing so write their recommended changes to Mr. McLeash, U.S.G.'s attorney. After getting these reports they will consider them from all angles and then resubmit another licensed contract. This should be done within the next two weeks as the meeting has been set for Wednesday, June 26th, in Chicago, when this license will be in definite consideration.

Some things are now in the license that were brought up—one being under this Bubble patent, even though some

improved development might develop in the next 17 years, U.S.G. Company said that this could be changed and they would be willing to write the contract so that if they developed an improvement they would license it to all of the other manufacturers under conditions similar in this license. On the other hand, if we should develop an improvement, or any other manufacturer should do so, we would be obligated to become the licensor and license all other manufacturers under the same agreement as entered in the license under the Bubble Patent.

U.S.G. Co. are now making a Bubble Edge Board and so they know from actual experience it is practical. Four plants are in operation and all of the others will be equipped as fast as possible.

10444 The lawyers are very emphatic that there is a much less chance of being accused of using the patent as a subterfuge to control price—first being, it is gone into before the expiration of the Basic patent on plaster board and second, it is gone into from the standpoint of economy in cost.

The lawyers that have gone over the patent and made a careful study of the situation pronounce the patent a very strong one if and when issued.

Government Exhibit No. 228

This exhibit consists of Memorandum of C. O. Brown dated July 3, 1929 of three pages.

Reproduction affixed on opposite page.

FILED
NOV 1 - 1929

MADE IN U.S.A.

A-11
41
11/2
JUL 3 1929

Item No. 270

TO BE ATTACHED TO BUBBLE CONTRACT AND BUNDLING CONTRACT BETWEEN
UNITED STATES GYPSUM COMPANY and CERTAIN-TIED PRODUCTS CORPORATION.

228

Attached is letter from our attorney, Mr. S. W. Chaffee, outlining certain legal reasons why it might not be desirable to sign these License Agreements. For the following business reasons, however, after discussion with Mr. Geo. M. Brown, Mr. A. Whitmore and the writer, it was decided to take a license from the United States Gypsum Company covering patents mentioned in the two above listed contracts.

BUNDLING PATENT

The Bundling Patent covers the use of paper and paste for bundling Plaster lath and Gypsum wallboard. The royalty is nominal, 10¢ per M. feet. The Gypsum Company has developed a machine for doing this that is expected to save at least the amount of the royalty, 10¢ per M. feet, which machine we are at liberty to use.

We have been accused by the United States Gypsum Company of infringing their patent and they had papers drawn starting litigation against us for infringement. In signing this License, we avoid this litigation and back royalties were waived by the Licensor.

We are obligated to use only said bundle set forth and claimed in said Patent \$1,000,000 during term of said license. The Licensor refused to waive this clause and it was decided to sign the License for reason that we doubt if it would be possible to develop a cheaper method and, further, in the interest of harmony in the industry.

Prior to our signing the agreement, it was signed by all producers of gypsum lath and gypsum wallboard amongst the Atlantic Gypsum Company and ourselves. It is our opinion that all gypsum lath and gypsum wallboard producers will take a license under this patent.

BUBBLE PATENT

This patent covers replacing sand in gypsum wallboard with air bubbles, resulting in a much lighter board and as good if not better board from other standpoints. The saving in cost in using this process over the old method is estimated at a minimum of 80¢ per M. feet and a maximum of \$2.00 per M. feet. The royalty is 1¢ with a minimum of 2¢ per M. feet. Any known method for getting this result other than covered by Patent in question are much more expensive and if the big producer in the industry used this method we would be forced to use at least a method that got the same results, regardless of expense, if we were to sell at the same price because of the quality of the board and its lightness, weight being quite a factor due to the saving in freight or, if we continued to make gypsum wallboard as we are now making it, sell at a lower price in order to compete, which method does not usually tend toward satisfactory conditions in any industry.

10445

SUPPLEMENTAL LICENSE AGREEMENT.

THIS AGREEMENT executed in duplicate this 3d day of July, 1929, by and between the UNITED STATES GYPSUM COMPANY, an Illinois Corporation, of Chicago, Illinois, hereinafter referred to as "Licensor", and the CERTAIN-TEED PRODUCTS CORPORATION, a Maryland corporation, having its principal office in Baltimore, Maryland, hereinafter referred to as "Licensee", Witnesseth:

WHEREAS, Licensor entered into a license agreement with Licensee on the 22nd day of May, 1929, granting unto Licensee an indivisible and non-exclusive right, license and privilege of using the processes and making and using the machines and/or inventions set forth and claimed in letters patent of the United States numbered 1,029,328 dated June 11, 1912, and number 1,034,746 dated August 6, 1912; and in certain other patents and applications for letters patent more specifically described in Exhibit A attached to said license agreement, upon the terms and conditions as in the said license agreement contained; and

WHEREAS, Licensor is the owner of that certain patent known as the Birdsey Plasterboard Bundle Patent number 1,696,877 dated December 25, 1928, and Licensee is desirous of obtaining a license under said last mentioned patent;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows, to-wit:

1. The Licensor does hereby give and grant unto Licensee an indivisible and non-exclusive right, license 10449 and privilege of making and using the inventions set forth and claimed in the said Birdsey Plasterboard Bundle Patent number 1,696,877 dated December 25, 1928, at any and all factories now or hereafter owned and/or operated and controlled by Licensee, or any subsidiary of Licensee, and of selling bundles of plasterboard and/or gypsum wallboard set forth and claimed in said patent number 1,696,877 so long as the said license agreement dated May 22, 1929, shall remain in full force and effect between the parties hereto; Provided, However, that if the said li-

cense agreement dated May 22, 1929, shall remain in full force and effect until February 10, 1937, then the license and privilege granted to Licensee in this paragraph shall continue until the expiration of said patent number 1,696,877. This said license is granted upon the terms and conditions hereinafter stated.

2. The Licensee agrees to pay to the Licensor for the right, license and privilege of making, using or selling the inventions set forth and claimed in said patent number 1,696,877, in addition to the license fees or royalties agreed to be paid by it to Licensor under said license agreement of May 22, 1929; a license fee or royalty of ten cents (10¢) per thousand square feet of plasterboard and/or gypsum wallboard which is sold by it in bundles of any kind, payable at the times and in accordance with the terms of paragraph 4 hereof. It is expressly understood and agreed that Licensee in its business of manufacturing and selling plasterboard and/or gypsum wallboard will use only said bundle set forth and claimed in said patent number 1,696,877, and will not use any other bundle or method of bundling plasterboard during the term of said license.

3. It is expressly understood and agreed that the 10450 license herein granted shall be personal to the Licensee and that the same or any right therein or hereunder shall not be sold, assigned or transferred without operation of law.

4. Licensee agrees to keep separate full and accurate books of account and records showing the exact quantity of all plasterboard and gypsum wallboard sold by it in bundles, and agrees that on or before the 20th day of each and every calendar month it will render unto Licensor true written returns verified under oath by an officer or other agent of Licensee, setting forth the quantity of all plasterboard and gypsum wallboard put up and sold by it in bundles, such written returns to be delivered to Licensor at its office in Chicago, Illinois, and Licensee agrees to pay to Licensor on or before the 20th day of each calendar month at the office of Licensor at Chicago, Illinois, the hereinbefore stipulated royalties or license fees which may then be due under this agreement on account of all of said plasterboard and gypsum wallboard put up and sold by it in bundles during the next preceding calendar month.

5. Licensor or its duly authorized representative shall have the right at all reasonable times during business hours to inspect the books of account and records of Licensee referred to in the next preceding paragraph hereof, including all records of every kind showing the quantity of said plasterboard and gypsum wallboard put up and sold by it in bundles, and to make copies thereof and memoranda therefrom.

6. Licensee agrees that all bundles put up and sold by it embodying the claims of said patent number 1,696,877 shall be distinctly marked with the word "PATENTED", together with the date of said patent, and with the further words, "LICENSED UNDER THE ABOVE LET-10451 TERS PATENT", which markings shall be plainly visible.

7. As one of the considerations for the indivisible and non-exclusive license herein and hereby granted, Licensee hereby acknowledges the validity of the letters patent granted and to be granted forming the subject-matter of this license throughout the full term of this contract, and agrees that it will not at any time during said period, directly or indirectly, by itself, through or together with another or others contest the validity of said letters patent or the title thereto of licensor, or question the prima facie scope of said letters patent.

8. In the event that Licensee shall at any time neglect, fail or refuse to keep or perform any of the conditions and agreements herein to be by it kept and performed, then Licensor may at its election serve upon Licensee written notice of intention to terminate this agreement, which notice shall specify the alleged neglect failure or refusal, and if within thirty (30) days from the date of delivery of said notice the Licensee shall not cure the default specified in said notice then Licensor may cancel and terminate this agreement by notifying Licensee in writing of its election so to do without the necessity of any court action; provided, however, that Licensee shall not be relieved thereby from any liability accrued to Licensor at the time of such termination. In case at any time Licensee shall be adjudged a bankrupt, then the License hereunder shall immediately be and become cancelled and terminated, but Licensor shall not thereby be prevented from collecting all license fees or royalties accrued hereunder at the time of such termination. The waiver of any breach by Licensor shall not be interpreted as constituting a waiver

of any further breach or breaches. Licensor may specifically enforce this contract or any of the terms, conditions and covenants hereof by injunction or in such other manner as may be provided by law.

10452 9. Any notice to be given under the terms hereof may be served upon Licensee by mailing the same to Licensee, postage prepaid, addressed to it at its last known principal office, and the deposit of any such notice in the United States mails, postage prepaid and so addressed, shall constitute service of notice hereunder.

10. The terms "plasterboard" and "gypsum wall-board" shall be understood to mean all board by whatever name called having structural characteristics of plasterboard or gypsum wallboard, irrespective of the purpose for which the same may be sold or used.

11. This license and all of the covenants and agreements hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but nothing in this paragraph shall be construed to permit an assignment hereof by Licensee, except as hereinabove specifically provided.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be hereunto affixed in duplicate the day and year first above written.

UNITED STATES GYPSUM COMPANY

By S. L. AVERY

Its President.

ATTEST:

R. G. BEAR
Secretary

[Seal]

CERTAIN-TEED PRODUCTS CORPORATION

By C. O. BROWN

Its Vice President.

ATTEST:

ROBERT M. NELSON
Secretary

[Seal]

5400

10453

Government's Exhibit No. 231

MEMORANDUM:

NEW YORK,

AUGUST 9, 1929.

MR. GEO. M. BROWN, *President.*

Subject:

Wallboard Patents

By:

C. O. BROWN, V.P.

I spent Tuesday and Wednesday of this week in Chicago in conference with Gypsum manufacturers on question of License and Royalty covering various patents in the manufacture of Gypsum Wallboard. In order that you may have a full picture, am attaching memorandum written after meeting held in Chicago two weeks ago in which the combined royalty under U.S.G. Patents and Universal Patents totals 5%.

As a result of meeting held this week, proposition has been submitted as follows:

U.S.G. to take over Starch Patent of Universal, no cash to be involved in the transaction but Universal to get a free license under U.S.G.'s Bubble Patent for the life of the Starch Patent, which has about twelve (12) years to run. After expiration of the Starch Patent Universal would pay regular royalty on the Bubble Patent. U.S.G. in return to get free license under the Starch Patent; U.S.G. to take over the responsibility of defending the Starch Patent in case of litigation, handle the licensing, collect all royalties and for this service retain 5¢ per M. Ft. on any royalty collected under the Starch Patent, balance of the royalties to be paid to the Universal. Starch Patent royalty to be 1% of the selling price on both Board and Lath. This is considerable concession on the part of Universal, as they have licensed this Patent to the Canadian Gypsum Company and are collecting 50¢ per M. Ft. royalty.

Before the Starch patent of Universal was injected into the picture, it was planned to continue the license and price control on Board through U.S.G.'s Bubble Patents when issued on the basis of royalty of 1% per M. Ft. with

a minimum of 25¢ per M. This meant that we would pay 25¢ per M. on Board and Lath as a minimum. U.S.G. has agreed to reduce this royalty to a straight 1% on Board and Lath which, on basis of today's prices would be 22½¢ on Board and about 14¢ on Lath as against a minimum of 25¢ on the old basis. This brings total royalties under all licenses and patents to 3½% on the selling price.

It would be the plan to write one contract covering all Patents involved, Machinery Patent on closed edge board, Bubble Patent, Starch Patent and Bundling Patent. The Attorneys feel that such a contract would be exceptionally strong and price control could be maintained for the life of the Contract without difficulty.

Putting it another way, using both the Starch and Bubble Patents, the cost to us as against using the Bubble Patents only would be 22½¢ more on Board and 5¢ per M. more on lath than the old proposition. It will give us a stronger set-up and a Patent to work under immediately. As a matter of fact, the royalty would be less than this, as they are figuring on gross selling price, whereas royalty is paid after freight equalization, discounts, allowances, etc. We did not get the benefit of this, however, on the U.S.G. Patent royalty of 1% with 25¢ per M. minimum.

The National and Universal have settled their litigation on basis of cash settlement by National to Universal. With this settlement, everything seems to be in shape to go ahead under Patent control continuing without a break, if we are willing to pay 3½% royalty.

All of the Independent Gypsum Companies are willing to sign on this basis. I told them I would recommend it to the Company for consideration. Another meeting will be held during the week of August 20th at which time it is hoped that a contract can be agreed to and signed. Preliminary proof of the contract will be here in a week or ten days.

Summing up the royalty, we would have 3½% to pay until 1937, at which date Machinery Patents on closed edge Board expire. We would have 2% to pay from 1937 to approximately 1941, when the Starch Patent expires. We would have 1% to pay until the expiration of the Bubble

Patents. They have not actually been issued, so they would run seventeen (17) years from date of issuance. Should anything interfere with the issuance of the Bubble Patents, our royalty under that obligation would stop after two years—two years' royalty to be paid as recompense to U.S.G. for getting our Plants equipped and teaching our organization how to use the system.

The original proposition, as submitted by the U.S.G. Company, of 1% with 25¢ per M. minimum, would figure about $1\frac{1}{4}\%$, taking the percentage of lath into consideration. $1\frac{1}{2}\%$ already obligated for under the Closed Edge patent would make a total, as originally considered, of $2\frac{3}{4}\%$, so injecting the Starch Patent raises the royalty $\frac{3}{4}$ of one per cent.

On \$25.00 Board, $3\frac{1}{2}\%$ would figure something less than 87 $\frac{1}{2}$ ¢ per M. as the royalty is figured after freight absorptions, discounts and allowances, etc. And Lath would figure something less than 52 $\frac{1}{2}$ ¢ per M. Savings in cost by using the Bubble and Starch patents have been variously estimated at between 50¢ and \$2.00 per M. If U.S.G.'s statement is correct as to cost compared with ours, they are manufacturing Board cheaper than we are by more than the extent of the total royalty.

10455 MEMORANDUM:

JULY 30, 1929

CHICAGO GYPSUM BOARD MEETING

The National Gypsum Company, Atlantic Gypsum Company and Ebsary Gypsum Company were in Chicago with their attorneys. The attorneys went over the Bubble Contract with the U.S.G. Company attorney and, inasmuch as we did not have a lawyer present, I attended the lawyers' conference.

Considerable progress was made between the attorneys on an agreement for contract covering Bubble license. There are difficulties outside of the contract, however, which prevent two Companies, Universal and National Gypsum Company from signing.

The Universal Gypsum Company is suing the National Gypsum Company for infringement of the Starch Patent sold by Mr. Haggerty, formerly connected with National, to the Universal Gypsum Company. In selling this patent, Mr. Haggerty recognized its validity and the contract is binding on the National Gypsum Company, making it almost impossible for them to contest the Patent. It is my understanding that Universal are asking National to pay damages in the amount of \$250,000. National, of course, does not want to contract a double obligation until this is settled.

The Universal Gypsum Company are placing the blame for not signing on the fact that they have not assured themselves that the Bubble process is more economical than the Starch process and the fact that they are in the hands of the receivers would make it impossible for them to bind themselves for a longer period than the receivership. Other attorneys, however, feel this is largely a smoke screen for not signing and it is my opinion that they feel by holding out they can make the Starch patent of value by forcing it on the industry by sale or on a royalty basis whereas if they and National sign the Bubble Patent, which National would not do before first getting a release from Universal on their Starch Patent litigation, then their Starch patent would be practically no value.

The United States Gypsum Company advise that they have nothing to fear from the Starch Patent under their present Bubble process. There is some doubt as to the strength of this Starch Patent and, of course, all of the Companies, if they did use it, would be free to contest its validity in case of litigation, with the exception of the National Gypsum Company.

In the interest of harmony, however, the U.S.G. Company has been making some tests to see if there was any value in combining the two processes, the Starch and the Bubble. They advised that, based on their experiments to date, they feel there would be some benefit to using Starch in a limited degree with their Bubble process, such a combination resulting in better working of the Stucco, fewer Seconds, etc.

Further benefit could be derived by combining the two patents due to the fact that the Starch Patent has been issued, whereas only applications have been filed under

the Bubble Patent, so a combination of the two systems would give a patent to work under in the manufacture and sale of Gypsum Wallboard immediately, whereas under only the Bubble process there would be an interim between August 6th and the date of issuance of the Bubble Patent where there would be no Patent control. There is, of course, considerable benefit to having Patent control continue without a break.

10456 Mr. Avery spent considerable time in the last two days with Mr. Holland, and the other co-receivers of Universal, trying to work out some mutually satisfactory proposition for buying the Starch Patent, or licensing the Industry under both the Starch and the Bubble process.

The Universal Gypsum Company, however, being in the hands of receivers, are anxious to capitalize this patent for its maximum value and have asked for royalties far beyond its worth, in the opinion of several of the Gypsum Companies. Their best proposition to date is a $2\frac{1}{2}\%$ royalty for use of the Starch Patent. This would mean that if we O.K'd taking a license under both the Starch and Bubble Patents we would be obligating ourselves for 5% royalty until 1938, and 1% thereafter on the Bubble patent until the expiration of that Patent, this royalty made up as follows: $1\frac{1}{2}\%$ on Closed Edge, 1% on Bubble and $2\frac{1}{2}\%$ on Starch.

The Atlantic Gypsum Company and the National Gypsum Company feel that at least until recently this Patent could have been bought for \$200,000 or less. If prices were maintained on the present levels until 1938 and entire industry paid a royalty, I estimate the royalties paid by the Industry would total \$3,500,000 to \$4,000,000. These are industry figures, however, so they would be shades some by the amount of business Universal might do, as, of course, they would not collect royalty on their own business and there is some doubt in our mind as to whether the U.S.G. Company expect to pay royalty. They might have in mind giving Universal a free License under the Bubble process in exchange for free License under the Starch process, or something of that sort. I asked Mr. Avery what the arrangement between the two companies would be, or what royalty he would pay if any, and he was not willing to answer the question.

I am sure considerable concession can be secured in the amount of this royalty through further conferences. Before the meeting adjourned, the Industry was asked if they would be willing to consider a maximum of 5% on Board and 4% on Lath. This is a concession of 1% on the Lath. The Universal Gypsum Company and the U.S.G. Company were told this would not be satisfactory.

Mr. Avery asked what royalty we would consider fair and I told him that was something I was not willing to answer without giving it considerable thought, but license contracts that I was familiar with were based on a considerably smaller royalty than 5%, and that I felt U.S.G. Company should buy their Starch Patent outright, provided they could do so at any reasonable figure and then license both patents on some proper basis. From a cost standpoint I feel the Bubble process offers considerably more chance of reducing costs than the Starch process, yet the Universal Company are asking 21% times the royalty that U.S.G. are asking under their Bubble patent.

There will be further conferences between Universal and U.S.G. within the next ten days and another meeting is to be held in Chicago on either August 5th or 6th when the situation will be discussed further.

10457

Government's Exhibit No. 232

MEMORANDUM OF AGREEMENT, executed in duplicate this 22nd day of May, 1929, by and between the **UNITED STATES GYPSUM COMPANY**, an Illinois corporation, of Chicago, Illinois, as First Party, and **CERTAIN-TEED PRODUCTS CORPORATION**, a Maryland corporation, having its principal office at Baltimore, Maryland, as Second Party, witnesseth, that:

Whereas, heretofore, on or about the 21st day of February, 1928, the **UNITED STATES GYPSUM COMPANY** filed its Bill of Complaint in the United States District Court for the Northern District of Illinois, Eastern Division, against **THE BEAVER PRODUCTS COMPANY, INC., THE BEAVER BOARD COMPANIES**, and **CERTAIN-TEED PRODUCTS CORPORATION** (Equity No. 7907), which suit is still pending and undetermined; and

Whereas, thereafter in said suit a motion was made for a preliminary injunction, and the Court ordered that said Motion for Injunction be continued generally, upon the condition that the CERTAIN-TEED PRODUCTS CORPORATION give bond in the penal sum of One Million Dollars (\$1,000,000.00), with surety to be approved by the Court, conditioned to secure the payment of any judgment, decree, damages, interest and costs finally rendered or to be rendered in said cause; and

Whereas, thereafter the said bond was filed in said cause, with CERTAIN-TEED PRODUCTS CORPORATION as Principal and GEORGE M. BROWN and 10458 ELISHA WALKER as Sureties, which bond was approved by the Court; and

Whereas, it is proposed to adjust the matters in controversy in said cause through the execution and performance of a certain License Agreement between the parties hereto to be entered into simultaneously with the execution of this instrument,

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, the parties hereto do hereby mutually agree as follows, to-wit:

1—The said cause now pending in the District Court of the United States for the Northern District of Illinois, Eastern Division, entitled "United States Gypsum Company, Complainant, vs. The Beaver Products Company, Inc., The Beaver Board Companies, and Certain-Teed Products Corporation, Defendants, in Equity, No. 7907," shall be dismissed without prejudice and without costs.

2—The said bond given by the Certain-Teed Products Corporation, as Principal, George M. Brown and Elisha Walker, as Sureties, pursuant to order of Court in the aforesaid cause; shall be and hereby is released.

3—The parties hereto shall respectively execute 10458A such other instruments or papers as may be necessary to carry out this agreement.

In witness whereof, the parties hereto have caused these presents to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be hereunto affixed, in duplicate, the day and year first above written.

UNITED STATES GYPSUM COMPANY

By S. L. AVERY

Its President.

[CORPORATE SEAL]

JOHN E. MACLEISH

Witness

CERTAIN-TEED PRODUCTS CORPORATION

By GEO. M. BROWN

Its President.

[CORPORATE SEAL]

AUDENREID WHITTEMORE

Witness

10459

Government's Exhibit No. 234

CERTAIN-TEED PRODUCTS CORPORATION

For New York

DATE OCTOBER 3, 1929

From New York Office

Attention of MR. A. WHITTEMORE, V.P.

Subject BUBBLE BOARD

Dictated by C. O. BROWN, V.P.—LK

It is my belief that License for the Bubble Board will be drawn up and signed within the next two weeks. If our Engineering Department is familiar with the equipment, etc., required for this installation, think they should proceed with the work. It is my information, however, that we know very little about the actual process, equipment, etc.

The United States Gypsum Company would not be willing to turn over all information on this prior to the License being signed. After it is signed, everything will be available. So, if we are not entirely familiar with what is required, think we should wait until we can get all information from the United States Gypsum Company. We will not be required to pay royalty on the Bubble until the plants are in production, and ample time will be given after the license is signed for our plants to get in production.

This delay will not interfere with the operation of patent and price control, as the Universal Starch patent will control that feature and royalty will start on that patent as soon as the License is signed. We are all using enough Starch to say we are making Board under the Universal Patent.

There is supposed to be a substantial saving in cost by using the Bubble either from standpoint of a lighter Board or by increased production from a heavier board, but until standards are set, think it will be necessary for us to make the same weight board the Industry is manufacturing, in which case our saving would be in an increased production. At present time, however, we are not selling the production of the Plants on their present capacity and doubt if they will be oversold the balance of this year, so there is really little incentive to crowd this from a cost standpoint. It would be my feeling that we should wait until the License is signed before doing much work on the Bubble Board equipment.

10460

Government's Exhibit No. 235

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 5, 1929

CERTAIN-TEED PRODUCTS CORPORATION,
*100 East 42nd Street,
New York City, New York.*

Attention: MR. C. O. BROWN

DEAR SIR:

This is to advise you that the Federal Courts in the Universal Gypsum & Lime Co. receiverships entered orders approving the contract with United States Gypsum Company. We have this day received the conveyance and assignment of the Haggerty and Hite patents to us pursuant to authority granted by the United States District Court for the Northern District of Illinois, Eastern Division, and the other Federal District Courts in which receivership proceedings are pending, to the receivers of the Universal Gypsum & Lime Co. and said Company to sell and assign said Haggerty and Hite patents to us. Your license agreement dated October 15, 1929, therefore becomes effective on this date. In the future all royalties for our patents will be collected in accordance with the terms of the license agreement of October 15, 1929.

Yours very truly,

UNITED STATES GYPSUM COMPANY

R. G. BEAR,
Secretary

5410

10461

Government's Exhibit No. 236

New York

12/3/29

Chicago Dist.

MR. W. E. COFFIN

RE-CUT WALLBOARD

WARREN HENLEY—EL

cc — Messrs.

C. O. BROWN, V.P.—N.Y.

H. H. VAN HAGEN—Buffalo Dist.

Licensors do not feel it advisable to sell Open Edge Recut Wallboard on a basis of the "seconds" price.

They feel it would be quite demoralizing in the various markets where this type of board is sold.

Some manufacturers would accumulate considerable more footage than others and it would continually be a problem as to just what basis the various markets were on.

Licensors, of course, are up against the same problem, and for your information, "dumped" some \$40,000.00 worth of Recut Wallboard rather than demoralize the market by selling same.

They have approximately two or three million feet of accumulation on hand and are making every endeavor possible to dispose of same at, however, the No. 1 price.

I am at the present time endeavoring to work out with Licensors "seconds" policy and it may be possible to work out of this situation by selling Recut Wallboard at the "seconds" price, provided, however, that the board is stamped with the word "seconds" on the reverse side of the board. I am also giving a copy of this memorandum to Mr. Van Hagen which will have reference to his memorandum of October 19, subject—"Accumulation of Off Goods".

The subject is an industry problem and must, of course, be given serious consideration by all concerned; but in the meantime, if the Sales Department can dispose of 33" Recut Wallboard into markets that are already classed as

"seconds markets", then it will be O.K. to move same, provided that the board is stamped with the word "seconds" on the reverse side.

Licensors feel this situation so important, and the fact that their plants are operating around 97% efficiency, that it would be wise to "dump" the 3 or 4% rather than offset the market, but of course such efficiency as they enjoy will not apply to all Licensees, particularly so in the next sixty days when plants are being changed over to a new method of manufacture.

I would suggest that Mr. C. O. Brown, at the next Licensor meeting, bring this matter up for discussion, and if possible, develop a definite policy covering.

10462

Government's Exhibit No. 237

CERTAIN-TEED PRODUCTS CORPORATION
100 East 42nd Street,
NEW YORK

C. O. BROWN
Vice-President

JANUARY 2, 1930.

UNITED STATES GYPSUM Co.,
300 West Adams St.,
Chicago, Ill.

GENTLEMEN:—

Atten:—MR. HENNING, *Vice Pres.*

This will acknowledge receipt of your letter of December 31st, establishing new minimum prices on Plaster Board and Gypsum Wall Board manufactured under Haggerty and Hite Patents and covered by our license contract with you.

These prices will be made effective at once.

Yours very truly,

C. O. BROWN
Vice President.

COB:LC

5412

10463

Government's Exhibit No. 238

SCOTT, BANCROFT, MARTIN & MACLEISH
Law Offices
134 South LaSalle Street
CHICAGO

JANUARY 18, 1930

MR. C. O. BROWN,
Certain-teed Products Corporation,
100 East 42nd Street,
New York, N. Y.

DEAR MR. BROWN:

I have just received word from our patent attorneys that they have completed their investigations and consideration of patents No. 1,725,243 and 1,709,475 and that they consent to the consummation of the exchange license agreement which you and the United States Gypsum Company have agreed to.

I enclose herewith three copies of the license agreement which I believe covers the situation. This agreement was drawn shortly after our conference and consequently is dated "this——day of December, 1929." I have not changed this in view of the fact that you have both been operating under the license and I suggest that you insert the date on which you really put this agreement in effect.

In drafting this agreement is seemed to me that the time might come when this patent should be included in our general license agreement as we might later want the right to fix prices included in our license to use this patent. This could not be done later unless some reservation to that effect was made in the present agreement. Consequently by the second section of the agreement I have made provision for including this license in our general license agreement with you and I assume that there will be no objection to this in view of the fact that we have provided that you shall not be required to pay any additional royalty or license fee for the use of this patent if it is included in the general license agreement.

If the form of the agreement is satisfactory to you I would appreciate your executing the original and the 10464 copy which is on heavy paper and returning them to me. I will then see that the United States Gypsum Company immediately executes one copy and returns it to you. The third copy which I enclose is for your files.

Yours very truly,

JOHN E. MACLEISH

JML:B
Enclosure.

10465

Government's Exhibit No. 241

AGREEMENT between UNITED STATES GYPSUM COMPANY
and CERTAIN-TEED PRODUCTS CORPORATION

Agreement made in duplicate this first day of July, 1932, by and between UNITED STATES GYPSUM COMPANY, an Illinois corporation having its principal office and place of business at Chicago, Illinois, hereinafter called the First Party, and CERTAIN-TEED PRODUCTS CORPORATION, a Maryland corporation having its principal office and place of business in New York City, New York, hereinafter called Second Party,

Wherein the Parties hereto agree as follows:

1. First Party agrees to sell to Second Party and Second Party agrees to purchase from the First Party all the Second Party's needs and requirements for sale to its customers in the States of Florida, Georgia, North Carolina, South Carolina, Alabama, eastern Tennessee and such other states or parts of states in southeastern United States as Second Party may elect, of the following products, at the following prices:

	<i>In Bulk</i>	<i>In Paper Sacks (Sacks extra)</i>	<i>In Jute Sacks (Sacks extra)</i>
Crushed Gypsum Rock	\$1.75 per ton		
Land Plaster	2.30 " "	\$2.75 per ton	\$3.00 per ton
Stucco		4.25 " "	4.50 " "
Local Finishing Plaster		4.35 " "	4.60 " "
Cement Plaster		4.60 " "	4.85 " "
Wood Fiber Plaster		4.75 " "	5.00 " "
Gray Trowel Finish		11.00 " "	11.25 " "
White Trowel Finish		24.00 " "	24.25 " "
1/4" Wall Board	\$15.00 per 1000 sq. ft. (crating extra)		
3/8" Wall Board	16.00 " " " "	" "	" "
1/4" Plaster Board	13.00 " " " "	" "	" "
3/8" Plaster Board	13.00 " " " "	" "	" "

f. o. b. cars Plasterco, Virginia (the above prices being based upon average cost of manufacture in 1931 at Plasterco, Virginia); provided, however, that at the 10466 end of each calendar year during the whole or any part of which this contract is in force, the First Party shall determine the average mill cost per ton to First Party on cars Plasterco, Virginia of each of the above plaster products shipped to Second Party or Second Party's customers during the calendar year last past, and if such cost of any plaster product or products exceeds the average mill cost of such plaster products to First Party on cars Plasterco, Virginia for the base year 1931, the Second Party will pay to the First Party the difference in cost per ton on all such plaster products purchased hereunder during the calendar year just completed, and if such cost is less than the average mill cost for the base year 1931 First Party will pay the Second Party the difference in cost per ton on all such plaster products purchased during such calendar year; provided, further, that whenever the cost per M square feet to First Party of any of said plaster board or wall board products exceeds 66 $\frac{2}{3}$ per cent of the price quoted herein, the price to the Second Party of such products during the period such cost so exceeds 66 $\frac{2}{3}$ per cent of the quoted price, shall be the price quoted herein plus the difference between the cost and 66 $\frac{2}{3}$ per cent of the quoted price, until such time as the cost is equal to or lower than 66 $\frac{2}{3}$ per cent of the quoted price, at which time the price to the Second Party shall again be the price herein quoted; provided further, Second Party may purchase or acquire elsewhere 10467 than from First Party, trowel finish plaster, plaster board or wall board to fill orders from customers

exclusive of depreciation and of the cost of sacks or crating in said territory for carload shipments of either of such products.

Cost as used herein shall mean the total mill cost of the product on cars at the mill, in accordance with the method of computing such costs now employed by the First Party, inc.

The word ton, wherever used in this contract, shall mean a net ton of two thousand (2000) pounds.

2. All plaster products sold hereunder shall be manufactured by the First Party in accordance with formulas furnished by Second Party from time to time, and if no formula is furnished, according to the standard practices of the First Party. The word formula as used herein shall be construed only to mean that the Second Party shall have the right to specify the quantities of such ingredients as fiber, lime, clay, talc and similar materials which are added to stucco in order to produce the abovementioned plasters, having such varying characteristics as will suit the requirements of Second Party's customers, and to specify the setting time of such wall plaster, such setting time to be regulated by the First Party by variations in the amount of retarder added to such plasters during mixing. First Party shall not be responsible either to Second Party or Second Party's customers for the quality or performance of any plaster manufactured according to formula furnished by Second Party.

3. All paper sacks shall be furnished by the First Party at an additional cost to the Second Party of One Dollar (\$1.00) for each ton of plaster shipped in paper sacks. Such paper sacks shall be printed with such labels and branding marks as the Second Party may from time to time designate, and shall be of the same type and quality as is or shall be at the time regularly used by the First Party.

All crating of wall board or plaster board products shall be done by the First Party at an extra cost to the Second Party of Five Dollars (\$5.00) per M square feet but shall only be done when directed by the Second Party.

All jute or cloth sacks shall be furnished by the Second Party and shall be in good condition when received. First Party shall not be responsible or liable either to Second Party or Second Party's customers for the condition of any jute or cloth sacks in which shipment is made. First Party will receive, condition and store all return shipments of Second Party's jute or cloth sacks in the same manner as it handles its own jute or cloth sacks, and will furnish Second Party, each month, a memorandum of account of the number of jute or cloth sacks received and the worthless sacks thrown out.

4. All shipments made hereunder by the First Party shall be made to the Second Party or the Second Party's customers, routed as Second Party shall direct, upon 10469 the written order of the Second Party, and all shipments shall be handled with the same promptness and efficiency as First Party handles its own shipments. First Party will invoice Second Party each month for all products shipped either to Second Party or Second Party's customers during the preceding calendar month, and for all paper sacks, crating or other charges or expenses for which Second Party may be liable, and all such invoices shall be paid by the Second Party net, in cash, within ten (10) days after invoicing. Upon failure at any time on the part of the Second Party to pay promptly any bill rendered by the First Party to the Second Party for products sold Second Party hereunder, or for any charges payable under this contract when the same are due and payable, First Party may withhold any and all further shipments or deliveries to Second Party or on Second Party's account, until payment in full is made, and if any such bills are not paid within a period of thirty (30) days after the same are due and payable then the First Party may at its option terminate this agreement, with or without notice to the Second Party, provided that any such termination shall be without prejudice to any claim of either party against the other arising out of any breach of or failure to perform this agreement occurring prior to such termination.

First Party shall not compile and turn over to its Sales Department any sales data, customers names or 10470 prices the knowledge of which is received by the First Party by reason of the sales and shipments made hereunder.

5. Second Party may, at its option, ship to First Party's plant at Plasterco, Virginia any products manufactured by Second Party at any of its mills and required in mixed car shipments with products sold hereunder, and First Party agrees to warehouse all such products for the Second Party at a cost of One Dollar (\$1.00) per ton. All such products so warehoused shall be insured by the Second Party at its own expense, and First Party shall not be liable to Second Party for the loss, damage or destruction of any warehoused stocks except where grossly negligent in the handling thereof.

6. In the event the First Party shall for any reason whatsoever cease to manufacture the above products or any of them at its mill at Plasterco, Virginia, First Party will promptly notify Second Party thereof and will present to Second Party immediately thereafter a new schedule of prices f. o. b. cars its mill closest to Plasterco, manufacturing such product or products, covering the products the manufacture of which at Plasterco, Virginia has been stopped, and Second Party may thereupon elect to accept such schedules or ship from other sources until the manufacture of such product or products is resumed by First Party at Plasterco, Virginia. Such new schedule of prices shall bear approximately the same relation to cost of manufacture at the new mill as the prices herein stated bear to the cost of manufacture at Plasterco, if accepted by Second Party, and shall become a part of this contract the same as if originally set forth herein, in place of the schedule of prices f. o. b. cars Plasterco, Virginia, as long as any such products are not manufactured at Plasterco, Virginia; provided, however, that if the First Party permanently ceases to manufacture any such product or products at Plasterco, Virginia and notifies the Second Party of that fact Second Party may, at its option, cancel this contract with reference to any such product or products, the contract to remain in full force, however, as to all products which First Party continues to manufacture at Plasterco, Virginia.

7. In case either the First or Second Party shall at any time become bankrupt or insolvent or any bankruptcy or insolvency proceedings shall at any time be instituted against either party, or any proceedings shall be instituted for the appointment of a receiver or trustee for the assets, business or property of either the First Party or the Second

Party, or any assignment shall be made by either the First Party or the Second Party for the benefit of creditors, then in any or either of such events the other party hereto may cancel this agreement by giving written notice of cancellation. This agreement may also be canceled by either party in case the other party shall at any time be guilty of a breach of any of the terms or conditions hereof. In case of a waiver of a breach of any of the terms and conditions of this agreement by either of the parties hereto the 10472 same shall not constitute a waiver of any other or subsequent breach hereof.

8. First Party shall not be liable to Second Party for any failure to ship or delay in shipment of any order by reason of strikes, floods, shortage of cars, or any other cause or reason beyond the control of the First Party, whether or not of a class or kind specifically mentioned herein, and during the period of any such delay the Second Party may purchase its requirements of the above products elsewhere until such time as First Party can resume regular shipments.

9. Any and all notices required to be served by the First Party upon the Second Party may be served by mailing a copy of such notice, registered mail, postage prepaid, addressed to the Second Party at New York City, New York, and any and all notices required to be served by the Second Party upon the First Party may be served by mailing a copy of such notice, registered mail, postage prepaid addressed to the First Party at 300 West Adams Street, Chicago, Illinois, and such mailing of notice shall in each case be deemed to be proper service of notice hereunder.

10. This agreement shall become effective on the date hereof and shall remain in force to and including December 31, 1937 and from year to year thereafter unless terminated by either party upon six (6) months prior written notice given at any time after December 31, 1937; provided, however, that Second Party may dispose of any products similar to those covered hereby which may be stored or 10473 warehoused by Second Party in the territory described above, on the effective date of this agreement. In the event that the gypsum mill now located at North Holston, Virginia shall again be placed in operation First Party may at any time thereafter cancel this agreement by

giving the Second Party at lease sixty (60) days prior written notice of cancelation.

11. This contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, but may not be voluntarily assigned by Second Party and shall not inure to the benefit of any successor without the consent of the First Party in writing first had and obtained.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

UNITED STATES GYPSUM COMPANY

By O. M. KNODE

Vice President.

[SEAL]

ATTEST:

T. R. PARRISH
Secretary.

CERTAIN-TEED PRODUCTS CORPORATION

By C. O. BROWN

Vice President.

[SEAL]

ATTEST:

Asst. Secretary.

5420

10474

Government's Exhibit No. 244

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

24TH SEPTEMBER, 1934

*MR. C. O. BROWN, Vice President
Certain-teed Products Corporation
100 East 42nd Street
New York, New York*

Reflective Plasterboard License

DEAR SIR:

Attached please find copy of my letter to to Mr Van Hagan and also copy of his letter.

As discussed with you, we are anxious to have the entire industry under license for the manufacture of this product. The Universal, National and American Gypsum companies have agreed to sign the license, and it is my suggestion that you do likewise.

I am attaching hereto a revised, up-to-date contract, the same as submitted to the other members of the industry.

As you will note this contract is on a ninety day mutual cancelation basis: this so that should there be any changes of minor nature in the licenses for the other industries the same will be incorporated in subsequent licenses.

Very truly yours,

C. HENNING
Vice President.

10475

Government's Exhibit No. 245

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 14TH, 1934.

MR. H. H. VAN HAGAN, *General Manager,*
Gypsum Division,
Certain-teed Products Corporation,
Beaver and Military Roads,
Buffalo, New York

Metalized Plasterboard

DEAR SIR:—

Referring to your letter of August tenth relative to the above, attached please find copy of license.

As you will understand this is a tentative copy which may be changed in minor points, inasmuch as it is our intention to license plasterboard manufacturers, metal lath manufacturers and insulation board and wire lath manufacturers, and all these contracts must naturally contain the same clauses and specifications. I do not think that the changes will be of anything of great importance.

I do not think at this time that we are contemplating selling this commodity to you, and believe that it would be wise for you to figure on manufacturing it.

In order to have a price control on this commodity it will be necessary for you to take out a license to manufacture it.

Very truly yours,

/s/ C. HENNING
Vice-President

5422

10476

Government's Exhibit No. 246

CERTAIN-TEED PRODUCTS CORPORATION
Beaver and Military Roads
BUFFALO, N. Y.

SEPTEMBER 4, 1934.

MR C HENNING, *Vice President*
United States Gypsum Co.
300 West Adams
Chicago

SUBJECT: *Metalized Plasterboard*

DEAR SIR:

This is to acknowledge your letter of August 14th and indicating that your company would not consider at this time the selling of the Metalized Plasterboard to our company.

With reference to the proposed form of license agreement, is my understanding correct that your company would furnish full details and specification both for the metalized plasterboard and the necessary mechanism for the manufacture of same? If this is the case can you give me a rough estimate as to the cost of installation which might be required to put us into production on this product?

Yours very truly,

CERTAIN-TEED PRODUCTS CORPORATION

By /s/ H H VAN HAGAN

General Manager
Gypsum Division

10477

Government's Exhibit No. 247

NEW YORK

METALLIZED BOARD

C. O. BROWN, V.P.—MW

District Managers

Sales Managers

Sales Men

District Auditors

H. H. VAN HAGEN, *Buffalo*WARREN HENLEY, *Chicago*W. A. PHELPS, *N. Y.*E. H. LANEY, *N. Y.*

Attached is price information sent out by Licensor on metallized board.

We have signed license on this product but do not contemplate manufacturing it at the present time.

U. S. Gypsum Company will sell us their board, unbranded, at published prices less 12½% on lath and 15% on board. They were not willing to do this until we signed a license and heretofore we have had to buy this board when necessary to furnish same, through dealers, taking a loss on each sale.

If district and sales managers feel that this product should be labelled with one or more of our brand names, I am sure it can be arranged. Please advise whether you would want to use the Bestwall name or Certainteed name or both.

Will Mr. Henley find out from U. S. Gypsum Company whether they would have any objection to putting our label on the package, provided we furnished same, and at same time, allow us above discounts.

Will Mr. Henley also advise me at what points U.S. Gypsum Company manufacture metallized board at the present time so that we will know where the product is available.

Will Mr. Henley also find out whether or not we can send an order direct to the plant, picking up such quantity of board as may be desired at any time or must the orders be placed through Chicago.

Pending definite information on where orders are to be sent, send any orders for metallized board direct to Mr.

Henley, who will handle direct with U.S. Gypsum Company's Chicago office.

It is my understanding that metallized board is beginning to run into considerable volume. I am told National Gypsum Company are selling approximately 200,000 feet per month and U. S. Gypsum Company are selling between 400,000 and 500,000 feet per month.

10478 "METALLIZED" BOARD LICENSE BULLETIN
No. 2—PRICES F.O.B. TRUCKS
MILLS AND WAREHOUSES

Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices per M Square Feet F.O.B. Trucks (Pick-ups) at Mills or Warehouses (See Note "a"):

	$\frac{1}{2}$ " Metallized Gypsum Wallboard Weight 1600# per M	Gypsum Plasterboard $\frac{1}{2}$ " Metallized Weight 1600# per M
Charlestown, Mass.	\$39.50	—
Fort Dodge, Iowa	33.50	—
Grand Rapids, Mich.	—	—
Gypsum, Ohio	35.50	—
Metro N.Y.-N.J. Whses.	36.62	23.12
Oakfield, N. Y.	35.50	22.12
Philadelphia, Pa.	36.62	—
Plasterco, Va.	34.50	—
Southard, Okla.	35.50	—
Sweetwater, Texas	35.50	—

(a) The above prices are for board or lath with one surface metallized. Add \$15.00 per M Sq. Ft. when furnished with both surfaces metallized.

10479

Government's Exhibit No. 248

DEC. 3, 1934. NEW YORK

District Managers
Sales Managers
Salesmen

District Auditors

H. H. VAN HAGAN, *Buffalo*WARREN HENLEY, *Chicago*W. A. PHELPS, *N. Y.*E. H. LANEY, *N. Y.*

METALLIZED BOARD
C. O. BROWN, *V. P.*

Supplementing my recent bulletin above subject.

The U. S. Gypsum Company quote prices on metallized gypsum wallboard at the following points:

Fort Dodge, Iowa
Grand Rapids, Michigan
Gypsum, Ohio
Oakfield, N. Y.
Plasterco, Va.
Southard, Okla.
Sweetwater, Texas.

On gypsum lath they quote only at Oakfield, N. Y.

The price on gypsum metallized lath is \$20.00 f.o.b. Oakfield, N. Y., no freight equalization with other gypsum producing points.

The U. S. Gypsum Company agrees to apply our label, either Certain-teed or Bestwall Brand, on any orders placed with them for metallized board, we to furnish the labels. Mr. Phelps will prepare these labels in the immediate future and forward a supply to the Fort Dodge and Oakfield mills of the U. S. Gypsum Company. If District Managers wish labels sent to any other mills of the U. S. Gypsum Co., please advise Mr. Phelps. It would be my recommendation, however, that we operate from as few of their mills as possible. For example, U. S. Gypsum Company state that while they show a price at Plasterco, Va., they have shipped no mixed cars of this board from that mill.

We have ordered a small supply of samples of this board from U. S. Gypsum Company, to be shipped to N. Y. Ad-

vertising Department, attention of Mr. Phelps. You can requisition samples for salesmen from N. Y. Advertising Department, New York Office. Only 250 samples have been requested to date, size $2\frac{1}{2}$ " x 5", so confine your requisitions only to such quantities as are required for salesmen's use. For the time being, these samples will be sent to you unlabelled.

Orders for metallized board and lath can be sent through to the controlling order writing department in the regular way. When order reaches plant from which shipment is to be made, we can send our truck to U. S. Gypsum plant with an order for quantity of board required and U. S. Gypsum plant manager is authorized to recognize same and deliver board to us.

Will Mr. Van Hagan please advise our plant managers of procedure for picking up metallized board.

10480

Government's Exhibit No. 249

†4. Minimum Prices in Markets Adjacent to Cities.

Minimum prices of patented metallized gypsum board for delivery in the following markets adjacent to the following cities shall be:

Delivered Minimum Prices in—	Same as—
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, Ohio	Cincinnati, Ohio
North Randall, Ohio	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo.; Overland Park and Merriam, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory and Indian Orchard, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Shepard and Wilmont, Okla.	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio
Algiers, Gretna and Marrero, La.	New Orleans, La.

†5. Pickup Prices at Mills and Warehouses

Minimum prices of patented metallized gypsum board per M sq. ft. f.o.b. trucks at mills and warehouses are as follows:

Mills and Warehouses	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Plaster Lath	1/2" Metallized Gypsum Plaster Lath
Fort Dodge, Iowa Mills	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
Grand Rapids, Mich...	28.00	33.00	34.00	30.00	23.00	25.00
Metro N.Y.-N.J. Whseas.	27.80	33.10	34.50	30.50	23.10	25.50

† Indicates change.

10481 4. Minimum Prices in Markets Adjacent to Cities.

Minimum prices of patented metallized gypsum board for delivery in the following markets adjacent to the following cities shall be:

<i>Delivered Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, Ohio	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo.;	
Rosedale, Argentine, Overland Park, Merriam and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Shepard and Wilmont, Okla.	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	
Omaha, Nebraska	Washington, D. C.
Moline, East Moline and Rock Island, Illinois	Council Bluffs, Ia.
Virginia Beach, Virginia	Davenport, Iowa
Boardman, Ohio	Norfolk, Va.
	Youngstown, Ohio

15. Pickup Prices at Mills or Warehouses.

Minimum prices of patented metallized gypsum board per M sq. ft. f.o.b. trucks at mills and warehouses are as follows:

Mills and Warehouses	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Plaster Lath	1/2" Metallized Gypsum Plaster Lath
Texas Mills	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
Fort. Dodge, Iowa Mills	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich. .	28.00	33.00	34.00	30.00	23.00	25.00
Metro N.Y.-N.J. Whaes.	27.80	33.10	34.50	30.50	23.10	25.50

† Indicates change.

10482

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(f) Into Sullivan, Ulster and Dutchess Counties, New York, and Litchfield County, Connecticut; also towns of Stroudsburg and East Stroudsburg (in Monroe County), Penna.:	28.30	33.85	35.50	31.50	23.85	26.50
(g) Into Delaware, Greene and Columbia Counties, New York:	28.60	34.20	36.00	32.00	24.20	27.00
(h) Into Niagara and Erie Counties, New York (including town of Gowanda):	27.75	33.05	34.40	30.40	23.05	25.40
(i) Into Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.40	32.55	33.75	29.75	22.55	24.75
(j) Into McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.55	32.75	34.00	30.00	22.75	25.00
(k) Into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.	27.80	33.10	34.50	30.50	23.10	25.50
(l) Into Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	28.00	33.00	34.00	30.00	23.00	25.00
(m) Into Jacksonville and So. Jacksonville, Fla. Switching Area, where per car switching rates apply (as described in published railroad tariffs):	28.25	33.25	34.25	30.25	23.25	25.25
(n) Into Savannah and Port Wentworth, Georgia, Switching Limits where per car switching rates apply (as described in published railroad tariffs):	28.25	33.25	34.25	30.25	23.00	25.00
†(o) Into Milwaukee, Wisc. Switching Area (as described in published railroad tariffs), also towns of Butler and West Allis, Wisc.:	---	---	---	---	23.98	---

† Indicates change effective October 2, 1939.

10483

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
† (a) Into Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass., north of continuation of Southern boundary of Norfolk County, and town of Mansfield, Mass.; also Rockingham and Strafford Counties, New Hampshire; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, New York; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J., west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also that portion of Bucks County, Penna. south and east of line drawn between and including towns of Lexington and Lumberville; also that portion of Montgomery County, Penna. south and east of line drawn between and including towns of Mont Clare and So. Hatfield; also Delaware and Philadelphia Counties, Penna.:	27.80	33.10	34.50	30.50	23.10	25.50
(b) Into Chester County, Penna.; also that portion of Bucks County, Penna. north and west of line drawn between but not including towns of Lexington and Lumberville; also that portion of Montgomery County, Penna. north and west of line drawn between but not including towns of Mont Clare and So. Hatfield:	27.85	33.20	34.65	30.65	23.20	25.85
† (c) Into balance of Plymouth County, Mass.; Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Connecticut; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May and Cumberland Counties, New Jersey; also that portion of Burlington County, N. J., east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also that portion of New Castle County, Delaware south of line extending through, but not including towns of New Castle, Tasker, State Road and Audenried; also Cecil County, Maryland; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.; also town of Milford (in Pike County), Penna.:	28.05	33.50	35.00	31.00	23.50	26.00
(d) Into Westchester, Rockland and Suffolk Counties, New York; Gloucester and Salem Counties, New Jersey; also that portion of New Castle County, Delaware north of line extending through and including towns of New Castle, Tasker, State Road and Audenried:	27.90	33.30	34.75	30.75	23.30	25.75
(e) Into State of Connecticut (except Fairfield and Litchfield Counties):	28.20	33.65	35.25	31.25	23.65	26.25

† Indicates change effective September 1, 1939.

10484 4. Minimum Prices in Markets Adjacent to Cities.

Minimum prices of patented metallized gypsum board for delivery in the following markets adjacent to the following cities shall be:

<i>Delivered Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, Ohio	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo.; Rosedale, Argentine, Overland Park, Merriam and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Shepard and Wilmont, Okla.	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

15. Pick-up Prices at Mills or Warehouses.

Minimum prices of patented metallized gypsum board per M sq. ft. f.o.b. trucks at mills and warehouses are as follows:

Mills and Warehouses	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Plaster Lath	1/2" Metallized Gypsum Plaster Lath
Texas Mills	\$28.00	\$33.00	\$34.00	\$50.00	\$23.00	\$25.00
Fort Dodge, Iowa Mills	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich...	28.00	33.00	34.00	30.00	23.00	25.00
Port Clinton, Ohio....	28.00	33.00	34.00	30.00	23.00	25.00
Metro N.Y.-N.J. Whse.	27.80	33.10	34.50	30.50	23.10	25.50

† Indicates change.

10485 4. Minimum Prices in Markets Adjacent to Cities.

Minimum prices of patented metallized gypsum board for delivery in the following markets adjacent to the following cities shall be:

<i>Delivered Minimum Prices in—</i>	<i>Same as—</i>
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Bristol, Tenn.	Bristol, Va.
Cheviot and Bridgetown, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, Ohio	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo. ; Rosedale, Argentine, Overland Park, Merriam and Kansas City, Kansas.	Kansas City, Mo.
Saint Louis County and town of Imperial (Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Shepard and Wilmont, Okla.	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

5. Pick-up Prices at Mills or Warehouses.

Minimum prices of patented metallized gypsum board per M sq. ft. f.o.b. trucks at mills and warehouses are as follows:

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Texas Mills	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
Boston, Mass.	27.80	33.10	34.50	30.50	23.10	25.50
Fort Dodge, Iowa Mills	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich. . .	28.00	33.00	34.00	30.00	23.00	25.00
Port Clinton, Ohio. . .	28.00	33.00	34.00	30.00	23.00	25.00
Portsmouth, N. H. . . .	28.05	33.50	35.00	31.00	23.50	26.00
Metro N.Y.-N.J. Whses.	27.80	33.10	34.50	30.50	23.10	25.50

10486

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 10, 1939.

Metallized Board License Bulletin (Page 1)
Cancels All Previous Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective June 14, 1939, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Minimum prices per M sq. ft. of patented metallized gypsum board products shall be the mill price listed below plus carload rail freight from producing mill to destination of the shipment. Carload rail freight may be equalized with the carload rail freight from any of the gypsum board producing mills listed below having a lower carload rail freight to such destination.

GYPSUM BOARD
PRODUCING MILLS

MILL PRICE PER M SQ. FT.

	1/4" Metallized Gypsum Wallboard (Wt. 1075 # per M)	3/8" Metallized Gypsum Wallboard (Wt. 1525 # per M)	1/2" Metallized Gypsum Wallboard (Wt. 2050 # per M)	1/2" Metallized Gypsum Sheathing (Wt. 2050 # per M)	3/8" Metallized Gypsum Plaster Lath (Wt. 1525 # per M)	1/2" Metallized Gypsum Plaster Lath (Wt. 2050 # per M)
Aéme, Texas						
Akron, N. Y.						
Boston, Mass.						
Clarence Center, New York						
Delawanna, N. J.						
Detroit, Mich.						
East Chicago, Ind.						
Fort Dodge, Iowa						
Grand Rapids, Michigan						
Gypsum, Ohio						
Jacksonville, Florida						
National City, Michigan						
New Brighton, S. I., N. Y.						
Oakfield, New York						
Philadelphia, Pa.	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00	\$24.00
Plasterco, Va.						
Portsmouth, N. H.						
Rotan, Texas						
Savannah, Ga.						
Southard, Okla.						
Sweetwater, Texas						
Wheatland, N. Y.						

10487 In computing the delivered minimum price hereunder, rail freight wherever mentioned in this bulletin, shall mean rail freight in accordance with rail rates published in regular freight tariffs, using the weights shown above, and shall include all stopover, switching, cartage and other extra delivery charges applicable to the shipment.

If the applicable rail rate, to be used in computing the delivered minimum price, is on a per ton basis, then the rate per CWT shall first be determined, and fractions of less than $1/4\text{¢}$ per CWT over or under an even 1¢ or $1/2\text{¢}$ shall be dropped and the even 1¢ or $1/2\text{¢}$ shall be used, and fractions of $1/4\text{¢}$ or more over an even 1¢ or $1/2\text{¢}$ shall be considered as the next even $1/2\text{¢}$ or 1¢ . Example: the rate of \$3.55 per ton equaling $17\text{--}3/4\text{¢}$ per CWT shall be considered 18¢ per CWT. In converting the applicable per CWT rate into freight per M sq. ft. to determine the minimum price hereunder, fractions of less than $1/2\text{¢}$ per M sq. ft. shall be dropped and the nearest even 1¢ shall be used, and fractions of $1/2\text{¢}$ or more per M sq. ft. shall be considered the next even 1¢ .

The above prices apply to all sales of patented metallized gypsum board except as follows:

1. Pacific Coast. Until further notice the above minimum prices shall not apply to sales of patented gypsum board for shipment to or delivery in the following area: states of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington; also that portion of the state of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

2. Stopover Cars. The minimum price for each portion of a stopover car consigned to a different destination shall be the mill price plus the carload rail freight from the producing mill, provided that carload freight may be equalized with the carload freight from any of the gypsum board producing mills listed above having a lower carload rail freight to the destination of that portion of the car, except that stopover charges need not be added to determine minimum price on shipments to destinations in which deliveries are made by truck.

3. Delivered Price Areas. Minimum prices of patented metallized gypsum board products per M sq. ft. for delivery within the areas listed below are the prices set forth below plus any stopover charges (except that stopover charges need not be added to determine the minimum price on shipments to destinations in which deliveries are made by truck).

10488

1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
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- (a) Into Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass., north of continuation of Southern boundary of Norfolk County, and town of Mansfield, Mass., also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, New York; also Hudson; Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J., west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also that portion of Bucks County, Penna. south and east of line drawn between and including towns of Lexington and Lumberville; also that portion of Montgomery County, Penna. south and east of line drawn between and including towns of Mont Clare and So. Hatfield; also Delaware and Philadelphia Counties, Penna.:

27.80	33.10	34.50	30.50	23.10	25.50
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- (b) Into Chester County, Penna.; also that portion of Bucks County, Penna. north and west of line drawn between but not including towns of Lexington and Lumberville; also that portion of Montgomery County, Penna. north and west of line drawn between but not including towns of Mont Clare and So. Hatfield:

27.85	33.20	34.65	30.65	23.20	25.65
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- (c) Into balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also Rockingham and Strafford Counties, New Hampshire; also State of Rhode Island; also Fairfield County, Connecticut; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May and Cumberland Counties, New Jersey; also that portion of Burlington County, N. J., east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also that portion of New Castle County, Delaware south of line extending through, but not including towns of New Castle, Tasker, State Road and Audenried; also Cecil County, Maryland; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.; also town of Milford (in Pike County), Penna.:

28.05	33.50	35.00	31.00	23.50	26.00
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- (d) Into Westchester, Rockland and Suffolk Counties, New York; Gloucester and Salem Counties, New Jersey; also that portion of New Castle County, Delaware north of line extending through and including towns of New Castle, Tasker, State Road and Audenried:

27.90	33.30	34.75	30.75	23.30	25.75
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- (e) Into State of Connecticut (except Fairfield and Litchfield Counties):

28.20	33.65	35.25	31.25	23.65	26.25
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10489

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(f) Into Sullivan, Ulster and Dutchess Counties, New York, and Litchfield County, Connecticut; also towns of Stroudsburg and East Stroudsburg (in Monroe County), Penna.:	28.30	33.85	35.50	31.50	23.85	26.50
(g) Into Delaware, Green and Columbia Counties, New York:	28.60	34.20	36.00	32.00	24.20	27.00
(h) Into Niagara and Erie Counties, New York (including town of Gowanda):	27.75	33.05	34.40	30.40	23.05	25.40
(i) Into Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.40	32.55	33.75	29.75	22.55	24.75
(j) Into McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.55	32.75	34.00	30.00	22.75	25.00
(k) Into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:	27.80	33.10	34.50	30.50	23.10	25.50
(l) Into Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	28.00	33.00	34.00	30.00	23.00	25.00
(m) Into Jacksonville and So. Jacksonville, Fla. Switching Area, where per car switching rates apply (as described in published railroad tariffs):	28.25	33.25	34.25	30.25	23.25	25.25
(n) Into Savannah and Port Wentworth, Georgia, Switching Limits where per car switching rates apply (as described in published railroad tariffs):	28.25	33.25	34.25	30.25	23.00	25.00

10490 4. Minimum Prices in Markets Adjacent to Cities.

Minimum prices of patented metallized gypsum board for delivery in the following markets adjacent to the following cities shall be:

<i>Delivered Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown, Mount Healthy and North College Hill, Ohio	Cincinnati, Ohio
Eucled, North Randall and Bedford, Ohio	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo.; Rosedale, Argentine, Overland Park, Merriam and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Shepard and Wilmont, Okla.	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

5. Pick-up Prices at Mills or Warehouses.

Minimum prices of patented metallized gypsum board per M sq. ft. f.o.b. trucks at mills and warehouses are as follows:

Mills and Warehouses	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Plaster Lath	1/2" Metallized Gypsum Plaster Lath
Texas Mills	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
Boston, Mass.	27.80	33.10	34.50	30.50	23.10	25.50
Fort Dodge, Iowa Mills	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich. . .	28.00	33.00	34.00	30.00	23.00	25.00
Port Clinton, Ohio. . . .	28.00	33.00	34.00	30.00	23.00	25.00
Portsmouth, N. H. . . .	28.05	33.50	35.00	31.00	23.50	26.00
Metro N.Y.-N.J. Whse.	27.80	33.10	34.50	30.50	23.10	25.50

10491 6. Minimum Prices for Delivery by Truck:

Minimum prices for patented metallized gypsum board per M sq. ft. when delivered by truck (truckloads containing 7500 sq. ft. or more) in the areas named below shall be the same as the prices heretofore named for delivery into such areas:

Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; towns of Stroudsburg and East Stroudsburg in Monroe County, and Town of Milford in Pike County, Pennsylvania.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

7. Minimum Prices to Contractors—Consumers:

On sales to contractors, roofing contractors, metal ceiling contractors, prefabricated house manufacturers and other consumers, the minimum price shall be the minimum price as above established plus the following amounts per M sq. ft.:

To Contractors (Inc. Metal
Ceiling Contrs.) & to Pre-
fabricated House Mfrs. and
Consumers Generally

To Contractors
for Use on Roof Decks

Std. Sizes		Std. Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	1.25	1.25

10492 8. Standard Size Products:

The minimum prices hereinabove established apply to sales of patented metallized gypsum board in sizes suitable for use in construction and regularly manufactured and offered for sale for use in construction, which products are commonly known in the trade as standard-size products and are as follows:

<i>Thickness & Width</i>	<i>Lengths</i>
(1) Square Edge Metallized Wallboard	
1/4"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
(2) T&G Edge Metallized Wallboard	
1/2"x48"	8'-9' and 10'
(3) T&G Edge Metallized Sheathing	
1/2"x24"	6'-8" and 8'
(4) Metallized Plaster Lath	
3/8"x16"	32" and 48"
1/2"x16"	48"

9. Non-Standard Size Products.

For sales of non-standard size products, minimum prices per M sq. ft. shall be the minimum price above established plus the following amounts per M sq. ft. (except that such amounts need not be added on sales of non-standard sizes to contractors for use on roof decks):

Wall Bd. & Sheathing	Lath
2.50	1.25

Effective Date of Minimum Prices:

Advances in Minimum Prices

In the event of an increase in the minimum prices of patented metallized gypsum board products, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except that the price in effect just prior to the advance in minimum price shall apply in the following instances.

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

10493 (2) On sales of metallized gypsum plaster lath to dealers for any specific job requiring not less than the minimum carload quantity of plaster lath (each building of a project to be considered as a separate specific job hereunder); and

On sales of metallized gypsum wallboard to gypsum roofing contractors for specific gypsum roof jobs; and

On sales of metallized gypsum wallboard and metallized gypsum sheathing to dealers for specific industrial housing projects; and

On sales of metallized gypsum wallboard and metallized gypsum sheathing on direct bids to the federal government for specific federal government jobs;

but only where the general contract for such specific job is awarded prior to the effective date of the price increase, or where the dealer (or contractor on specific roof jobs) has made a written quotation on such job prior to the effective date of the price increase, and providing the order is placed by such dealer or contractor and accepted by the licensee within 30 days on private jobs, and 60 days on federal government jobs, after the effective date of the price increase.

(3) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee, prior to the effective date of price increase.

* Note: A Federal Government job is one where the Federal Government lets the contract to a general contractor or places an order directly with licensee.

Decreases in Minimum Price

In the event of a decrease in the minimum prices of the patented metallized gypsum board products, the new and lower minimum prices are applicable to all sales and shipments made after the effective date of the decrease in minimum price, including all orders for the patented metallized gypsum board products on file at the time of decrease in minimum prices, and also shipments in transit; but licensee must be prepared to furnish licensor with satisfactory evidence of the fact that the shipment was actually in transit and not delivered when the price decrease became effective. Carrier's freight bill will be accepted as evidence of that fact.

Rebates, Allowances, Etc.:

Any sale of patented products, though ostensibly made at or above the minimum price established by licensor, will nevertheless be considered a violation of the provisions of the license if licensee directly or indirectly reduces the actual price charged by licensee below such minimum price by granting the customer rebates, unearned or unwarranted refunds, credits or discounts, by reducing the price of other products, by hiring customers' trucks, by
10494 granting allowances for advertising or other purposes, by splitting of salesmen's compensation or commissions with customers, by overshipment of patented products, by including board under the guise of dunnage, or by making any other payment or allowance in the form of money or otherwise which has for its purpose and effect reducing the price charged by licensee below such minimum price.

The minimum prices set forth herein pertain to existing conditions, and, as provided in the license agreement, Licensor has and reserves the right to change and alter such minimum prices from time to time.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939

Carload Shipments—Metallized Board License Bulletin
No. 1 (Page 1)—Cancels Page 1 Dated—May 6, 1938

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective February 7, 1939, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Minimum prices per thousand square feet of patented metallized gypsum board products for delivery by rail, in straight cars or cars mixed with other gypsum products, including pool cars and stopover cars, shall be the lowest combination of mill price listed below and all rail freight from such mill to destination. Rail freight shall be determined in accordance with rail rates as published in regular freight tariffs, using weights shown below, plus all stopover, switching, cartage and other extra delivery charges in connection with the shipment. In stopover cars, minimum prices of the patented metallized gypsum board products in any portion of the car shall be the minimum prices as herein defined to the point of delivery of that portion of the car.

MILLS

Acme, Texas
Boston, Mass.
Detroit, Mich.
East Chicago, Ind.
Fort Dodge, Iowa
Grand Rapids, Mich.
Gypsum, Ohio
Jacksonville, Fla.
National City, Mich.
New Brighton, S. I., N. Y.
Oakfield, N. Y.
Philadelphia, Pa.
Plasterco, Va.
Southard, Okla.
Sweetwater, Texas

1/4" Metallized Gypsum Wallboard (Wt. 1050 # per M)	3/8" Metallized Gypsum Wallboard (Wt. 1475 # per M)	1/2" Metallized Gypsum Wallboard (Wt. 2000 # per M)	1/2" Metallized Gypsum Sheathing (Wt. 2000 # per M)	3/8" Metallized Gypsum Plaster Lath (Wt. 1475 # per M)	1/2" Metallized Gypsum Plaster Lath (Wt. 2000 # per M)
27.00	32.00	33.00	29.00	22.00	24.00

10496 The above minimum prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. to minimum prices both surfaces metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on the basis of rate per cwt., fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt.

to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

The above prices apply to the sale of all patented metallized gypsum board embodying the claims of our patents in all markets except where an exception is made as herein-after expressly stated:

(1) Pacific Coast—Until further notice, minimum prices as above defined shall not apply to sales of the patented metallized gypsum board products for shipments to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington; also that portion of the State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(2) Minimum Prices into Delivered Price Areas

Minimum prices of the patented metallized gypsum board products in straight cars or cars mixed with other gypsum products, including pool cars and stopover cars, for delivery by rail within areas listed below, are the prices set forth below plus any stopover charges (except that stopover charges need not be added to determine the minimum price on shipments to destinations in delivered price areas wherein the minimum price delivered by truck is the same as the minimum price for delivery by rail):

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.80	33.10	34.50	30.50	23.10	25.50

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	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also Rockingham and Strafford Counties, New Hampshire; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	28.05	33.50	35.00	31.00	23.50	26.00
(c) Westchester, Rockland and Suffolk Counties, New York:	27.90	33.30	34.75	30.75	23.30	25.75
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.20	33.65	35.25	31.25	23.65	26.25
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.30	33.85	35.50	31.50	23.85	26.50
(f) Delaware, Greene and Columbia Counties, New York:	28.60	34.20	36.00	32.00	24.20	27.00
(g) Niagara and Erie Counties, New York (including town of Gowanda:	27.75	33.05	34.40	30.40	23.05	25.40
(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.40	32.55	33.75	29.75	22.55	24.75
(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.55	32.75	34.00	30.00	22.75	25.00
(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:	27.80	33.10	34.50	30.50	23.10	25.50
(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	25.00	33.00	34.00	30.00	23.00	25.00
(l) Into Jacksonville and So. Jacksonville, Fla., Switching Area where per car switching rates apply (as described in published railroad tariffs):	28.25	33.25	34.25	30.25	23.25	25.25

10498 (3). Minimum prices delivered in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown, Mount Healthy and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio
Dodson, Edgecomb, Waldo and Westport, Mo.; Argentine, Rosedale, Overland Park, Merriam and Kansas City, Kans.	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

(4) Minimum Prices to Contractors—Consumers

On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors, prefabricated house manufacturers and consumers generally, the minimum price shall be the minimum price as above established plus the following amounts per M sq. ft.:

To Contractors
(Incl. Metal Ceiling Contrs.)
& to Prefabricated House Mfrs.
and Consumers Generally
Std. Sizes

Wall Bd. & Sheathing	Lath & Liner
2.50	1.25

To Contractors
for Use on Roof Decks
Std. Sizes

Wall Bd. & Sheathing	Lath & Liner
1.25	1.25

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10499 (5) Minimum prices for non-standard or odd sizes

On sales of non-standard or odd sizes, the minimum price shall be the minimum price as above established plus the following amounts per M sq. ft.:

To Dealers		To Contractors (Inc. Metal Ceiling Contrs.) & to Prefabricated House Mfrs. and Consumers Generally		To Contractors for Use on Roof Decks	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall Bd. & Sheathing	Lath & Liner	Wall Bd. & Sheathing	Lath & Liner	Wall Bd. & Sheathing	Lath & Liner
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President

10500 (3) Delivered Price Areas: (Cont'd.)

Del'd Prices Into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren; Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Var. Dyke and Centerline in Macomb County, Michigan:	27.80	33.10	34.50	30.50	23.10	25.50
(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	28.00	33.00	34.00	30.00	23.00	25.00

†(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown, Mount Healthy and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio
†Dodson, Edgecomb, Waldo and Westport, Me.; Argentine, Rosedale, Overland Park, Merriam and Kansas City, Kans.	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacy, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

† Indicates change in this reissue.

10501 (3) Delivered Price Areas: (Cont'd.)

dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into:	1/4" Metallized Gypsum Wall-board	3/8" Metallized Gypsum Wall-board	1/2" Metallized Gypsum Wall-board	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.80	33.10	34.50	30.50	23.10	25.50
†(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also Rockingham and Strafford Counties, New Hampshire; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	28.05	33.50	35.00	31.00	23.50	26.00
(c) Westchester, Rockland and Suffolk Counties, New York:	27.90	33.30	34.75	30.75	23.30	25.75
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.20	33.65	35.25	31.25	23.65	26.25
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.30	33.85	35.50	31.50	23.85	26.50
(f) Delaware, Greene and Columbia Counties, New York:	28.60	34.20	36.00	32.00	24.20	27.00
(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.75	33.05	34.40	30.40	23.05	25.40
(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.40	32.55	33.75	29.75	22.55	24.75
(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.55	32.75	34.00	30.00	22.75	25.00

† Indicates change this reissue, to become effective June 1, 1938.

10502

Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath
(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:	27.80	33.10	34.50	30.50	23.10	25.50
(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	23.00	33.00	34.00	30.00	23.00	25.00

†(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
†Cheviot, Bridgetown, Mount Healthy and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacey, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline & Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

† Indicates change in this reissue, to become effective June 1, 1938.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 6, 1938

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1—Dated April 1, 1938 (Confirms and supersedes telegram date May 5, 1938).

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately, the minimum prices at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted, and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wall- board. Weight—1050 # per M	3/8" Metallized Gypsum Wall- board. Weight—1475 # per M	1/2" Metallized Gypsum Wall- board. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M	1/2" Metallized Gypsum Plaster Lath. Weight— 2000 # per M
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00	\$24.00†
Boston, Mass.	27.00	32.00	33.00	29.00	22.00	24.00†
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00	24.00†
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00	24.00†
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00	24.00†
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00	24.00†
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00	24.00†
Heath, Montana	32.78	40.11	44.00	40.00	30.11	35.00†
National City, Mich.	27.00	32.00	33.00	29.00	22.00	24.00†
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00	24.00†
Oakfield, N. Y.	27.00	32.00	33.00	29.00	22.00	24.00†
*Philadelphia, Pa.	27.00	32.00	33.00	29.00	22.00	24.00†
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00	24.00†
Southard, Okla.	27.00	32.00	33.00	29.00	22.00	24.00†
Sweetwater, Texas	27.00	32.00	33.00	29.00	22.00	24.00†

† Indicates change in this reissue.

10504 (3) Delivered Price Areas: (Cont'd.)

dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath†
(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.80	33.10	34.50	30.50	23.10	25.50†
(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	28.05	33.50	35.00	31.00	23.50	26.00†
(c) Westchester, Rockland and Suffolk Counties, New York:	27.90	33.30	34.75	30.75	23.30	25.75†
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.20	33.65	35.25	31.25	23.65	26.25†
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.30	33.85	35.50	31.50	23.85	26.50†
(f) Delaware, Greene and Columbia Counties, New York:	28.60	34.20	36.00	32.00	24.20	27.00†
(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.75	33.05	34.40	30.40	23.05	25.40†
(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.40	32.55	33.75	29.75	22.55	24.75†
(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.55	32.75	34.00	30.00	22.75	25.00†

† Indicates change in this reissue.

10505 (3) Delivered Price Areas: (Cont'd.)

Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath	1/2" Metallized Gypsum Lath†
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(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:

†	27.80	33.10	34.50	30.50	23.10	25.50†
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(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):

†	28.00	33.00	34.00	30.00	23.00	25.00†
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(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

Delivered Carload Minimum Prices in—	Same as—
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown and North College Hill, Ohio	Cincinnati, Ohio
Euelid, North Randall and Bedford, O.	Cleveland, Ohio
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacey, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Countil Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

† Indicates change in this reissue.

10506

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 1, 1938

Carload Shipments—Metallized Board License Bulletin No.
1 (Page 1)—Cancels Page 1—Dated December 17, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective April 5, 1938, the minimum prices at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	$\frac{1}{4}$ " Metallized Gypsum Wallbd. Weight—1450 # per M	$\frac{3}{8}$ " Metallized Gypsum Wallbd. Weight—1475 # per M	$\frac{1}{2}$ " Metallized Gypsum Wallbd. Weight—2000 # per M	$\frac{1}{2}$ " Metallized Gypsum Sheathing. Weight—2000 # per M	$\frac{5}{8}$ " Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Aeame, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00
Boston, Mass.	27.00	32.00	33.00	29.00	22.00
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00
Heath, Montana	32.78†	40.11†	44.00†	40.00†	30.11†
National City, Mich.	27.00	32.00	33.00	29.00	22.00
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00
Oakfield, N. Y.	27.00	32.00	33.00	29.00	22.00
Philadelphia, Pa.	27.00	32.00	33.00	29.00	22.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	27.00	32.00	33.00	29.00	22.00
Sweetwater, Texas	27.00	32.00	33.00	29.00	22.00

(Reference notes on following page)

10507 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers: that is to say, in arriving at the minimum price all such charges must be added. Exception: Stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made, as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

†(2) 3/8" Metallized Plaster Lath Exceptions:

The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$31.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(Reference notes from preceding page)

- (a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.
- (#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.
- (*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following area only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juniata, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

† Indicates change in this release (effective April 5, 1938).

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products f.o.b. cars delivered to

10508 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers; that is to say, in arriving at the minimum price all such charges must be added. Exception: Stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than $1/4\text{¢}$ per cwt. to be dropped, fractions of $1/4\text{¢}$ per cwt. to $1/2\text{¢}$ per cwt. to be considered as $1/2\text{¢}$. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}\text{¢}$ per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{2}\text{¢}$ shall be used.

(*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following areas only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juniata, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

(2) 3/8" Metallized Plaster Lath Exceptions:

The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$30.41 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to

† Indicates change.

10509 (3) Delivered Price Areas (Cont'd.)

Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:	27.80	33.10	34.50	30.50	23.10
(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	28.00	33.00	34.00	30.00	23.00

†Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio
Dodson and Edgcomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma.	Oklahoma City, Okla.
Rosslyn and Lacey, Virginia, and Montgomery County, Md.	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

† Indicates change in this reissue, to become effective January 15, 1938.

10509A Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers; that is to say, in arriving at the minimum price all such charges must be added. Exception: Stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patent-

- (a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.
- (#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than $1/4\text{¢}$ per cwt. to be dropped; fractions of $1/4\text{¢}$ per cwt. to $1/2\text{¢}$ per cwt. to be considered as $1/2\text{¢}$. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}\text{¢}$ per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{2}\text{¢}$ shall be used.
- (*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following area only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juanita, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

ed gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(2) 3/8" Metallized Plaster Lath Exceptions:

(a) Cancelled, effective January 10, 1938.

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to

10510

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 17, 1937

Carload Shipments—Metallized Board License Bulletin No.
1 (Page 1)—Cancels Page 1—Dated October 21, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective December 20, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board, footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4): See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	3/4" Metallized Gypsum Sheathing. Weight—2000 # per M	5/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Aeme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00
Boston, Mass.	27.00	32.00	33.00	29.00	22.00
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00
Heath, Montana	32.50†	39.70†	43.40†	39.40†	29.70†
National City, Mich.	27.00	32.00	33.00	29.00	22.00
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00
Oakfield, N. Y.	27.00	32.00	33.00	29.00	22.00
Philadelphia, Pa.	27.00	32.00	33.00	29.00	22.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	27.00	32.00	33.00	29.00	22.00
Sweetwater, Texas	27.00	32.00	33.00	29.00	22.00

(Reference notes on following page)

10511 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers; that is to say, in arriving at the minimum price all such charges must be added. Exception: Stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(2) 3/8" Metallized Plaster Lath Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$29.16 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to

(Reference notes from preceding page)

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

(*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following area only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juanita, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
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- (j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:

27.80	33.10	34.50	30.50	23.10
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- (k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):

28.00	33.00	34.00	30.00	23.00
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†(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

Delivered Carload Minimum Prices in—	Same as—
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown and North College Hill, Ohio	Cincinnati, Ohio
Eucled, North Randall and Bedford, O.	Cleveland, Ohio
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacey, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.
Boardman, Ohio	Youngstown, Ohio

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 21, 1937.

Carload Shipments—Metallized Board License Bulletin
No. 1 (Pg. 1)—Cancels Page 1—Dated July 13, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 1, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M †	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M †	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M †	1 1/2" Metallized Gypsum Sheathing. Weight—2000 # per M †	3/4" Metallized Gypsum Plaster Lath. Weight— 1475 # per M †
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00
Boston, Mass.	27.00	32.00	33.00	29.00	22.00
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00
Heath, Montana	32.25†	39.40†	43.00†	39.00†	29.40†
National City, Mich.	27.00	32.00	33.00	29.00	22.00
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00
Oakfield, N. Y.	27.00	32.00	33.00	29.00	22.00
Philadelphia, Pa.	27.00	32.00	33.00	29.00	22.00
Plasterop, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	27.00	32.00	33.00	29.00	22.00
Sweetwater, Texas	27.00	32.00	33.00	29.00	22.00

† Note changes in weights.

(Reference notes on following page)

10513 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers; that is to say, in arriving at the minimum price all such charges must be added. Exception: Stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(2) 3/8" Metallized Plaster Lath. Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.86 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers

(Reference notes from preceding page)

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

(*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following area only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juanita, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

10514 warehouse or siding within areas listed below are as follows:

Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.80†	33.10†	34.50†	30.50†	23.10†
(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	28.05†	33.50†	35.00†	31.00†	23.50†
(c) Westchester, Rockland and Suffolk Counties, New York:	27.90†	33.30†	34.75†	30.75†	23.30†
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.20†	33.65†	35.25†	31.25†	23.65†
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.30†	33.85†	35.50†	31.50†	23.85†
(f) Delaware, Greene and Columbia Counties, New York:	28.60†	34.20†	36.00†	32.00†	24.20†
(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.75†	33.05†	34.40†	30.40†	23.05†
(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briargate and Lake Forest in Lake County, Illinois:	27.40†	32.55†	33.75†	29.75†	22.55†
(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briargate and Lake Forest):	27.55†	32.75†	34.00†	30.00†	22.75†

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Del'd Prices Inter

	1/4" Metalized Gypsum Wallboard	3/8" Metalized Gypsum Wallboard	1/2" Metalized Gypsum Wallboard	1/2" Metalized Gypsum Sheathing	3/8" Metalized Gypsum Lath
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- (j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan:

	27.80†	33.10†	34.50†	30.50†	23.10†
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- (k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):

	28.00	33.00	34.00	30.00	23.00
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- (4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

Delivered Carload Minimum Prices in—	Same as—
College Park, Ga.	Atlanta, Ga.
Elkridge, Glen Burnie, Catonsville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, Bridgetown and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Rosslyn and Lacey, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

- (a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as

follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contrs.)
& to Prefabricated House Mfrs.

Std. Sizes	
Wall Bd. & Sheathing	Lath
2.50	1.25

To Roofing Contractors
Std. Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this issue.

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 13, 1937.

Carload Shipments—Metallized Board License Bulletin
No. 1 (Page 1)—Cancels Page 1—Dated June 12, 1937.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 16, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars. (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/4" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$23.00
Boston, Mass.	27.00	32.00	33.00	29.00	22.00
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00
Fort. Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00
Heath, Montana	31.75	39.00	42.50	38.50	29.00
National City, Mich.	27.00	32.00	33.00	29.00	22.00
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00
Onkfield, N. Y.	27.00	32.00	33.00	29.00	22.00
Philadelphia, Pa.	27.00	32.00	33.00	29.00	22.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	27.00	32.00	33.00	29.00	22.00
Sweetwater, Texas	27.00	32.00	33.00	29.00	22.00

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 12, 1937

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1—Dated February 24, 1937.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective June 17, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M sq. ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	1/2" Metallized Gypsum Wallbd. Weight—950 # per M	3/4" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing Weight—1900 # per M	3/4" Metallized Gypsum Plaster Lath, Weight— 1400 # per M
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	\$22.00
Boston, Mass.	27.00	32.00	33.00	29.00	22.00
Detroit, Mich.	27.00	32.00	33.00	29.00	22.00
East Chicago, Ind.	27.00	32.00	33.00	29.00	22.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	22.00
Gypsum, Ohio	27.00	32.00	33.00	29.00	22.00
Heath, Montana	32.00	39.50	43.00	39.00	29.50
National City, Mich.	27.00	32.00	33.00	29.00	22.00
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	22.00
Oakfield, N. Y.	27.00	32.00	33.00	29.00	22.00
*Philadelphia, Pa.	*27.00	*32.00	*33.00	*29.00	*22.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	27.00	32.00	33.00	29.00	22.00
Sweetwater, Tex.	27.00	32.00	33.00	29.00	22.00

(Reference notes on following page)

10517 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers.. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stop-over charges need not be included on shipments to destinations within any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products delivered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

(Reference notes from preceding page)

†(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

†(*) Prices f.o.b. cars Philadelphia, Pa. apply for shipments into following area only: States of New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juniata, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

(2) 3/8" Metallized Plaster Lath Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.45 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.70	33.00	34.45	30.45	23.00
(b) Balance of Plymouth County, Mass.; Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	27.95	33.40	34.90	30.90	23.40
(c) Westchester, Rockland and Suffolk Counties, New York:	27.85	33.25	34.65	30.65	23.25
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.05	33.60	35.15	31.15	23.60
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.20	33.75	35.40	31.40	23.75
(f) Delaware, Greene and Columbia Counties, New York:	28.45	34.10	35.85	31.85	24.10
(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.70	33.00	34.35	30.35	23.00
(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.35	32.50	33.70	29.70	22.50
(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.50	32.70	33.95	29.95	22.70

10519

Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan:	27.70	33.00	34.45	30.45	23.00

(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):

	28.00	33.00	34.00	30.00	23.00
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(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

Delivered Carload Minimum Prices in—	Same as—
College Park, Ga.	Atlanta, Ga.
†Elkridge, Glen Burnie, Catsonville, Riderwood and Towson, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
†Cheviot, Bridgetown and North College Hill, Ohio	Cincinnati, Ohio
Euclid, North Randall and Bedford, O.	Cleveland, Ohio
Dodson and Edgecomb, Mo., Randall, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
†Rosslyn and Lacey, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa.
Virginia Beach, Virginia	Norfolk, Va.

10520 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

To Contractors
(Incl. Metal Ceiling Contrs.)
& to Prefabricated House Mfrs.

Std. Sizes	
Wall Bd. & Sheathing	Lath
2.50	1.25

To Roofing Contractors

Std. Sizes	
Wall Bd. & Sheathing	Lath
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10521. (3) Delivered Price Areas (Cont'd)

Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	27.95	33.40	34.90	30.90	23.40
(c) Westchester, Rockland and Suffolk Counties, New York:	27.85	33.25	34.65	30.65	23.25
(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.05	33.60	35.15	31.15	23.60
(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.20	33.75	35.40	31.40	23.75
(f) Delaware, Greene and Columbia Counties, New York:	28.45	34.10	35.85	31.85	24.10
(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.70	33.00	34.35	30.35	23.00
†(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest in Lake County, Illinois:	27.35	32.50	33.70	29.70	22.50
†(i). McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park, Blodgett, Briergate and Lake Forest):	27.50	32.70	33.95	29.95	22.70

10522

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

Carload Shipments—Metallized Board License Bulletin No. 1 (Pg. 1)—Cancels Bulletin No. 1 Dated December 29, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective March 1, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

†Patented metallized gypsum board products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination. (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. Rates as shown in published freight tariffs apply with exceptions as provided for in this bulletin. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published freight tariffs, use weights per M-sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallboard — Weight 950 # per M	3/8" Metallized Gypsum Wallboard — Weight 1400 # per M	1/2" Metallized Gypsum Wallboard — Weight 1900 # per M	1/2" Metallized Gypsum Sheathing — Weight 1900 # per M	3/8" Metallized Gypsum Plaster Lath — Weight 1400 # per M
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	(See Note 'a')
*Boston, Mass.	*27.00	*32.00	*33.00	*29.00	
Detroit, Mich.	27.00	32.00	33.00	29.00	
East Chicago, Ind.	27.00	32.00	33.00	29.00	
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	
Gypsum, Ohio	27.00	32.00	33.00	29.00	
Heath, Montana	32.00	39.50	43.00	39.00	
*New Brighton, S. I., N. Y.	*27.00	*32.00	*33.00	*29.00	
Oakfield, N. Y.	27.00	32.00	33.00	29.00	
*Philadelphia, Pa.	*27.00	*32.00	*33.00	*29.00	
Plasterco, Va.	27.00	32.00	33.00	29.00	
Southard, Okla.	27.00	32.00	33.00	29.00	
Sweetwater, Tex.	27.00	32.00	33.00	29.00	

(Reference notes on following page)

10523 †Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stop-charges need not be included on shipments to destinations within

10524 any Gypsum Board Del'd Price Area, wherein minimum prices of patented gypsum board products de-

(Reference notes from preceding page)

(a) 3/8" Metallized Plaster-Lath:

†(1) \$22.00 per M sq. ft. f.o.b. Philadelphia, Pa., New Brighton, S. I., N. Y. and Boston, Mass. for shipments into following area only: States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Maryland, Delaware and Virginia; the district of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juniata, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

†(2) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(3) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb, Missouri.

(4) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa, or \$32.50 per M sq. ft. f.o.b. Heath, Montana for shipments into area west and north of areas described above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

†(*) Prices f.o.b. cars Boston, Mass., New Brighton, S. I., N. Y. and Philadelphia, Pa. apply for shipments into following area only: States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Maryland, Delaware and Virginia; the District of Columbia; that portion of Pennsylvania east of and including Potter, Cameron, Clinton, Center, Mifflin, Juniata, Perry, Franklin and Fulton Counties; also Morgan, Berkeley and Jefferson Counties, West Virginia.

livered by truck are same as minimum prices for deliveries in carloads by rail.

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum board products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

†(2) 3/8" Metallized Plaster Lath Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plaster lath, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.45 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

†(3) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
†(a) Essex, Middlesex, Suffolk and Norfolk Counties, Mass., that portion of Plymouth County, Mass. north of continuation of southern boundary of Norfolk County, and town of Mansfield, Mass.; also Manhattan, Bronx, Kings, Queens, Richmond and Nassau Counties, N. Y.; also Hudson, Essex, Bergen, Passaic, Union, Morris, Somerset, Middlesex, Monmouth, Mercer and Camden Counties, New Jersey; also that portion of Burlington County, N. J. west of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Penna.:	27.70	33.00	34.45	30.45	23.00

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Del'd Prices into:

	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
†(b) Balance of Plymouth County, Mass., Bristol County, Mass. (except town of Mansfield), Worcester and Barnstable Counties, Mass.; also State of Rhode Island; also Fairfield County, Conn.; also Orange and Putnam Counties, New York; also Sussex, Warren, Hunterdon, Ocean, Atlantic, Cape May, Cumberland, Salem and Gloucester Counties, New Jersey; also that portion of Burlington County, N. J. east of line extending from the southwest corner of Monmouth County to the northeast corner of Camden County; also New Castle County, Delaware; also Lehigh, Northampton, Berks and Lancaster Counties, Penna.:	27.95	33.40	34.90	30.90	23.40
†(c) Westchester, Rockland and Suffolk Counties, New York:	27.85	33.25	34.65	30.65	23.25
†(d) State of Connecticut (except Fairfield and Litchfield Counties):	28.05	33.60	35.15	31.15	23.60
†(e) Sullivan, Ulster and Dutchess Counties, New York and Litchfield County, Connecticut:	28.20	33.75	35.40	31.40	23.70
†(f) Delaware, Greene and Columbia Counties, New York:	28.45	34.10	35.65	31.85	24.10
†(g) Niagara and Erie Counties, New York (including town of Gowanda):	27.70	33.00	34.35	30.35	23.00
†(h) Cook and Du Page Counties, Illinois; Lake County, Indiana; and towns of Deerfield, Highland Park and Lake Forest, Illinois:	27.35	32.50	33.70	29.70	22.50
†(i) McHenry, Kane and Lake Counties, Illinois (except towns of Deerfield, Highland Park and Lake Forest):	27.50	32.70	33.95	29.95	22.70

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Del'd Prices into:	1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
†(j) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan:	27.70	33.00	34.45	30.45	23.00

†(k) Grand Rapids, Mich. Switching Area (as described in published railroad tariffs):	28.00	33.00	34.00	30.00	23.00
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(4) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, O.	Cincinnati, O.
Euclid, North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo.; Rosedale, Waldo	Kansas City, Mo.
Argentine, Westport, Overland Park and Kansas City, Kansas	St. Louis, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	Springfield, Mass.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Portland, Maine
South Windham, Maine	Oklahoma City, Okla.
Gabe, Sheppard and Wilmont, Oklahoma	Washington, D. C.
Roslyn, Virginia	Council Bluffs, Ia.
Omaha, Nebraska	Davenport, Iowa
Moline, East Moline and Rock Island, Illinois	Norfolk, Va.
Virginia Beach, Virginia	

10527 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

To Contractors
(Incl. Metal Ceiling Contrs.)
& to Prefabricated House Mfrs.
Std. Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

To Roofing Contractors
Std. Sizes

Wall Bd. & Sheathing	Lath
2.50	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall. Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath	Wall. Bd. & Sheathing	Lath
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this reissue.

10528

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 29, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1 Dated September 14, 1936. This Reissue Cancels All Supplements to Metallized Board License Bulletin No. 1 Dated September 14, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective January 1, 1937, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

†Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)					
	1 1/4" Metallized Gypsum Wallboard—Weight—950# per M	3/4" Metallized Gypsum Wallboard—Weight—1400# per M	1/2" Metallized Gypsum Wallboard—Weight—1900# per M	1/4" Metallized Gypsum Sheathing—Weight—1900# per M	3/8" Metallized Gypsum Plasterboard—Weight—1400# per M
Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	(See Note 'a')
Boston (Charlestown) Mass.	27.00	32.00	33.00	29.00	
Detroit, Mich.	27.00	32.00	33.00	29.00	
East Chicago, Ind.	27.00	32.00	33.00	29.00	
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	
Grand Rapids, Mich.	27.00	32.00	33.00	29.00	
Gypsum, Ohio	27.00	32.00	33.00	29.00	
Heath, Montana	32.00	39.50	43.00	39.00	
New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	
Oakfield, N. Y.	27.00	32.00	33.00	29.00	
Philadelphia, Pa.	27.00	32.00	33.00	29.00	
Plasterco, Va.	27.00	32.00	33.00	29.00	
Southard, Okla.	27.00	32.00	33.00	29.00	
Sweetwater, Tex.	27.00	32.00	33.00	29.00	

(Reference notes on following page)

10529 Stopover, switching and other extra delivery charges:

All stopover charges, switching charges and other extra delivery charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within the following Gypsum Board Del'd Price Areas: Metro New York-New Jersey, Philadelphia, Boston, Southeast New York, Southern New Jersey Areas; Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; State of Connecticut; Cheshire, Sullivan, Merrimac and Belknap Counties, New Hampshire. (Refer to page 5 for description of areas).

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) Until further notice the above minimum prices shall not apply to sales of patented metallized gypsum wallboard

(Reference notes from preceding page)

(a) 3/8" Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla.; Sweetwater, Texas and Aeme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb, Missouri.

†(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa, or \$32.50 per M sq. ft. f.o.b. Heath, Montana for shipments into area west and north of areas described in paragraphs (1) and (2) above. ●

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Where an odd rate per ton is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

and metallized gypsum plasterboard/products for shipment to or delivery in the following area: States of California, Arizona, Nevada, Utah, Idaho, Oregon and Washington, also that portion of State of Montana west of and including Phillips, Petroleum, Musselshell, Yellowstone and Carbon Counties.

10530 (2) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following areas only, is as follows:

(a) \$19.75 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan or \$22.75 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipment into State of Minnesota, also into City of Superior, Wisconsin.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cumberland County, Pennsylvania

—Dallas County, Texas (Dallas)

—Dauphin County, Pennsylvania (Harrisburg)

—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia

—Hartford County, Connecticut (Hartford)

—Henrico County, Virginia (Richmond)

—Kent County, Rhode Island

—Lancaster County, Pennsylvania (Lancaster)

—Lackawanna County, Pennsylvania (Scranton)

—Luzerne County, Pennsylvania (Wilkes-Barre)

—Marion County, Indiana (Indianapolis)

—Mercer County, New Jersey (Trenton) See paragraph

(4) for minimum quantity required for shipment in pool cars or mixed cars.

—Norfolk County, Virginia (Norfolk)

—Oklahoma County, Oklahoma (Oklahoma City)

—Peoria County, Illinois (Peoria)

—Princess Anne County, Virginia

—Providence County, Rhode Island (Providence)

—Roanoke County, Virginia (Roanoke)

—Sangamon County, Illinois (Springfield)

- Tazewell County, Illinois
- Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia, (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns of Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas; also that portion of Kentucky west of and including Marshall and Calloway Counties and that portion of Tennessee west of and including Henry, Benton, Decatur and Hardin Counties.

(d) \$25.00 per M sq. ft. f.o.b. (cars delivered to 10531 dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(e) \$24.50 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Orleans County, Louisiana (New Orleans).

(f) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)

(g) Minimum price of 5/16" patented metallized gypsum plasterboard is same as minimum price of 3/8" patented metallized gypsum plasterboard f.o.b. cars delivered to dealers warehouse or siding in Cuyahoga County (Cleveland) and towns of Willoughby and Wickliffe, Ohio.

(3) 3/8" Metallized Plasterboard Exceptions:

†(a) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.45 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(b) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding in Niagara, Erie (including town of Gowanda, N. Y.) Monroe and Wayne Counties, New York.

†(c) The minimum price of 3/8" patented metallized gypsum plasterboard for shipment into Lower Michigan (except Monroe County and except the Detroit Area) is \$21.00 per M sq. ft. in cars f.o.b. mill, Detroit, Michigan or \$22.00 per M sq. ft. f.o.b. Grand Rapids, Michigan. Refer to next paragraph for minimum price into Monroe County, Michigan. Refer to paragraph (4) for minimum price into the Detroit Area.

†(d) The minimum price of 3/8" patented metallized gypsum plasterboard for shipment into Monroe County, Michigan, in straight, pool or mixed cars, is \$22.50 per M sq. ft., f.o.b. cars, delivered to dealers warehouse or siding.

†(e) The minimum price of 3/8" patented metallized gypsum plasterboard for shipment into Lucas County, Ohio and town of Perrysburg, Ohio, in straight, pool or mixed cars, is \$23.00 per M sq. ft. f.o.b. cars, delivered to dealers warehouse or siding.

†(f) The minimum price of 3/8" patented metallized gypsum plasterboard in straight, pool or mixed cars, is \$21.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Kings, Queens, Nassau and Suffolk Counties, New York.

(4) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gyp-

sum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into: (See Descriptions of Areas Below)		1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
Metro. N. Y.—N. J., Boston and Philadelphia Areas (See Notes b and c)	Straight Cars	27.00	32.00	33.00	29.00	22.00
	Pool or Mixed Cars	28.00	33.00	34.00	30.00	23.00
†Southeast New York & Southern New Jersey Areas, Also State of Connecticut: Cheshire, Sullivan, Merrimac, and Belknap Counties, New Hampshire; Lehigh and Northampton Counties, Pa. & New Castle County, Del.	Straight, Pool or Mixed Cars	28.00	33.00	34.00	30.00	23.00
	Str., Pool or Mxd. Cars	27.50	32.50	33.50	29.50	22.50
†Chicago Area	Straight, Pool or Mixed Cars	27.60	32.60	33.60	29.60	22.00
	Str., Pool or Mxd. Cars	28.00	33.00	34.00	30.00	23.00
†Detroit Area						
Grand Rapids Switching Area						

Notes & Exceptions Applying to Delivered Price Areas Listed Above:

(a) Descriptions of Areas:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Boston Area: Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland counties, Maine; and State of Rhode Island.

(Reference notes continued on next page)

(5) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, O.	Cincinnati, O.
10534 Euclid, North Randall and Bedford, O.	Cleveland, O.
—Dodson and Edgecomb, Mo.; Rosedale, Waldo Argentine, Westport, Overland Park and Kansas City, Kansas.	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.

(Reference notes continued from preceding page)

Southeast New York Area: Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York.

10533 Southern New Jersey Area: Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey.

Chicago Area: Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

Detroit Area: Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

Grand Rapids, Mich. Switching Area: As described in published railroad freight tariffs.

†(b) Delivered prices for shipment in straight cars into Metro New York-New Jersey, Philadelphia and Boston Areas apply on straight carloads of patented board products consigned to one destination and invoiced to one account. Any mixture of regular patented board products (including special surfaced gypsum board products) and metallized patented board products may be combined to make up the required minimum. Exception: Refer to section (b) of paragraph (2) for minimum price of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence Counties, Rhode Island; also refer to section (f) of paragraph (3) for minimum price of 3/8" plasterboard into Kings, Queens, Nassau and Suffolk Counties, New York.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(Reference notes continued on following page)

(6) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs. Std. Sizes		To Roofing Contractors Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

To Dealers Odd Sizes		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs. Odd Sizes		To Roofing Contractors Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this reissue.

(Reference notes continued from preceding page)

†(c) In pool cars or mixed cars into the Metro New York New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (b) of paragraph (2) for minimum price of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence Counties, Rhode Island; also refer to section (f) of paragraph (3) for minimum price of 3/8" plasterboard into Kings, Queens, Nassau and Suffolk Counties, New York.

10535 Delivered Price Areas (Cont'd.)

Notes and Exceptions Applying to Delivered Price Areas Listed Above:

Notes and Exceptions Applying to Delivered Price Areas Listed Above:

(a) Descriptions of Areas:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New York.

†Boston Area: Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland counties, Maine; and state of Rhode Island.

Southeast New York Area: Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York.

Southern New Jersey Area: Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington counties, New Jersey.

Chicago Area: Cook and Du Page counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois; Deerfield, Highland Park and Lake Forest.

Detroit Area: Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

Grand Rapids, Mich. Switching Area: As described in published railroad freight tariffs.

(b) Delivered prices for shipment in straight cars into Metro New York-New Jersey, Philadelphia and Boston Areas apply on straight carloads of patented board products consigned to one destination and invoiced to one account. Any mixture of regular patented board products (including special surfaced gypsum board products) and metallized patented board products may be combined to make up the required minimum. Exception: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk county, New York, also of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence counties, Rhode Island.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a

† Indicates change (to become effective, October 28, 1936).

10536 metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(2) 5/16" Metallized Plasterboard. The minimum price of 5/16" # patented metallized gypsum plasterboard (weight 1175# per M) in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following areas only, is as follows:

(a) \$19.75 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan or \$22.75 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipment into State of Minnesota, also into City of Superior, Wisconsin.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Cumberland County, Pennsylvania
- Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.
- Dauphin County, Pennsylvania (Harrisburg)
- Franklin County, Massachusetts (Greenfield)
- Franklin County, Ohio (Columbus)
- Hampden County, Massachusetts (Springfield)
- Hampshire County, Massachusetts (Northampton)
- Hanover County, Virginia
- Hartford County, Connecticut (Hartford)
- Henrico County, Virginia (Richmond)
- Kent County, Rhode Island
- Lancaster County, Pennsylvania (Lancaster)
- Lackawanna County, Pennsylvania (Scranton)
- Luzerne County, Pennsylvania (Wilkes-Barre)
- Marion County, Indiana (Indianapolis)
- Mercer County, New Jersey (Trenton) See paragraph

(4) for minimum quantity required for shipment in pool cars or mixed cars.

- Norfolk County, Virginia (Norfolk)
- Oklahoma County, Oklahoma (Oklahoma City)
- Peoria County, Illinois (Peoria)
- Princess Anne County, Virginia
- Providence County, Rhode Island (Providence)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- †—Tazewell County, Illinois
- Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns of Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, 10537 metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(2) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following areas only, is as follows:

†(a) \$19.75 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan or \$22.75 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipment into State of Minnesota, also into City of Superior, Wisconsin.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding in the following markets:

† Indicates change (to become effective October 24, 1936).

†† Indicates change (to become effective October 14, 1936).

—Cumberland County, Pennsylvania
 —Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

- Dauphin County, Pennsylvania (Harrisburg)
- Franklin County, Massachusetts (Greenfield)
- Franklin County, Ohio (Columbus)
- Hampden County, Massachusetts (Springfield)
- Hampshire County, Massachusetts (Northampton)
- Hanover County, Virginia
- Hartford County, Connecticut (Hartford)
- Henrico County, Virginia (Richmond)
- Kent County, Rhode Island
- Lancaster County, Pennsylvania (Lancaster)
- Lackawanna County, Pennsylvania (Scranton)
- Luzerne County, Pennsylvania (Wilkes-Barre)
- Marion County, Indiana (Indianapolis)
- Mercer County, New Jersey (Trenton) See paragraph

(4) for minimum quantity required for shipment in pool cars or mixed cars.

- Norfolk County, Virginia (Norfolk)
- Oklahoma County, Oklahoma (Oklahoma City)
- Peoria County, Illinois (Peoria)
- Princess Anne County, Virginia
- Providence County, Rhode Island (Providence)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns of Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo,

10538 (4) Delivered Price Areas (Cont'd.)

price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the

Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence Counties, Rhode Island.†

(5) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid, North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline, East Moline and Rock Island, Illinois	Davenport, Iowa
Virginia Beach, Virginia	Norfolk, Va.

(6) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

10539: metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented

† Indicates change.

gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York; the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(2) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following areas only, is as follows:

(a) \$19.75 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan or \$22.75 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipment into State of Minnesota.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

†—Cumberland County, Pennsylvania (Effective October 6, 1936.)

—Cuyahoga County, (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

—Dauphin County, Pennsylvania (Harrisburg)

—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia

—Hartford County, Connecticut (Hartford)

—Henrico County, Virginia (Richmond)

—Kent County, Rhode Island

—Lancaster County, Pennsylvania (Lancaster)

—Lackawanna County, Pennsylvania (Scranton)

—Luzerne County, Pennsylvania (Wilkes-Barre)

—Marion County, Indiana (Indianapolis)

—Mercer County, New Jersey (Trenton) See paragraph (4) for minimum quantity required for shipment in pool cars or mixed cars.

—Norfolk County, Virginia (Norfolk)

—Oklahoma County, Oklahoma (Oklahoma City)

† Indicates change.

- Peoria County, Illinois (Peoria)
- Princess Anne County, Virginia
- Providence County, Rhode Island (Providence)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns of Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, 10540 (4) Delivered Price Areas (Con'td.)

price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars mixed cars into Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

(5) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

† Indicates change.

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid, North Randall and Bedford O.	Cleveland, O.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Roslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
†Moline, East Moline and Rock Island, Illinois	Davenport, Ia.
†Virginia Beach, Virginia	Norfolk, Va.

(6) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

10541- (4) Delivered Areas (Cont'd)

Notes and exceptions applying to delivered price areas listed above:

(a) Descriptions of Areas:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

†Boston Area: Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and State of Rhode Island.

Southeast New York Area: Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York.

Southern New Jersey Area: Atlantic, Cape May, Gloucester, Salem, Cumberland Burlington Counties, New Jersey.

Chicago Area: Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

Detroit Area: Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

(Reference notes continued on following page)

10542 (5) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclyd, North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline and Rock Island, Illinois	Davenport, Ia.

(Reference notes continued from preceding page).

Grand Rapids, Mich. Switching Area: As described in published railroad freight tariffs.

†(b) Delivered prices for shipment in straight cars into Metro New York-New Jersey, Philadelphia and Boston Areas apply on straight carloads of patented board products consigned to one destination and invoiced to one account. Any mixture of regular patented board products (including special surfaced gypsum board products) and metallized patented board products may be combined to make up the required minimum. Exception: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence Counties, Rhode Island.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

†(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey, Kent and Providence Counties, Rhode Island.

† Indicates change (to become effective September 19, 1936).

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(6) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only).

† Indicates change.

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UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 14, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1 Dated July 23, 1936. This Reissue Cancels all Supplements to Metallized Board License Bulletin No. 1 Dated July 23, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective September 15, 1936, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallboard — Weight — 950 # per M +	3/8" Metallized Gypsum Wallboard — Weight — 1400 # per M +	1/2" Metallized Gypsum Wallboard — Weight — 1900 # per M +	1/2" Metallized Gypsum Sheathing — Weight — 1900 # per M	3/8" Metallized Gypsum Plasterboard — Weight — 1400 # per M
+Acme, Texas	\$27.00	\$32.00	\$33.00	\$29.00	
+Boston (Charlestown) Mass.	27.00	32.00	33.00	29.00	
+Detroit, Mich.	27.00	32.00	33.00	29.00	
+East Chicago, Ind.	27.00	32.00	33.00	29.00	
+Fort Dodge, Iowa	27.00	32.00	33.00	29.00	
+Grand Rapids, Mich.	27.00	32.00	33.00	29.00	
+Gypsum, Ohio	27.00	32.00	33.00	29.00	
+New Brighton, S. I., N. Y.	27.00	32.00	33.00	29.00	
+Oakfield, N. Y.	27.00	32.00	33.00	29.00	
+Philadelphia, Pa.	27.00	32.00	33.00	29.00	
+Plasterco, Va.	27.00	32.00	33.00	29.00	
+Southard, Okla.	27.00	32.00	33.00	29.00	
+Sweetwater, Tex.	27.00	32.00	33.00	29.00	

(a) 3/8" Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn. and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb, Missouri.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/4¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/2¢ shall be used.

(See Note 'a')

10544 Emergency Freight Charges:

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

10545 Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within the following Gypsum Board Del'd Price Areas: Metro New York, New Jersey, Philadelphia, Boston, Southeast New York, Southern New Jersey Areas; Lehigh and Northampton Counties, Pennsylvania, and New Castle County, Delaware, also Detroit, Michigan Area. Refer to pages 5 & 6 for descriptions of areas).

The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) 1/2" Metallized T&G Sheathing Exceptions:

(a) For shipment into Lake and McHenry Counties, Illinois, also Porter County, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealer's warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(c) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(2) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following areas only, is as follows:

(a) \$19.75 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan or \$22.75 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipment into State of Minnesota.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding in the following markets:

Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

Dauphin County, Pennsylvania (Harrisburg)

Franklin County, Massachusetts (Greenfield)

- Franklin County, Ohio (Columbus)
- Hampden County, Massachusetts (Springfield)
- Hampshire County, Massachusetts (Northampton)
- Hanover County, Virginia
- Hartford County, Connecticut (Hartford)
- Henrico County, Virginia (Richmond)
- Kent County, Rhode Island
- Lancaster County, Pennsylvania (Lancaster)
- Lackawanna County, Pennsylvania (Scranton)
- Luzerne County, Pennsylvania (Wilkes-Barre)
- Marion County, Indiana (Indianapolis)
- Mercer County, New Jersey (Trenton) See paragraph

(4) for minimum quantity required for shipment in pool cars or mixed cars.

- Norfolk County, Virginia (Norfolk)
- Oklahoma County, Oklahoma (Oklahoma City)
- Peoria County, Illinois (Peoria)
- Princess Anne County, Virginia
- Providence County, Rhode Island (Providence)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns of Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, 10547 Argentine, Westport, Overland Park and Kansas City, Kansas; also that portion of Kentucky west of and including Marshall and Calloway Counties and that portion of Tennessee west of and including Henry, Benton, Decatur and Hardin Counties.

(d) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(e) \$24.50 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Orleans County, Louisiana (New Orleans).

(f) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)

(3) 3/8" Metallized Plasterboard Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.87 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(b) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding in Niagara, Erie (including town of Gowanda, N. Y.) Monroe and Wayne Counties, New York.

(4) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into:		1/4" Metallized Gypsum Wallboard†	3/8" Metallized Gypsum Wallboard†	1/2" Metallized Gypsum Wallboard†	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
(See Descriptions of Areas Below)						
Metro N. Y. N. J., Boston and Philadelphia Areas (See Notes b and c)	Straight Cars	27.00	32.00	33.00	29.00	22.00
Southeast New York & Southern New Jersey Areas, also Lehigh and Northamp- ton Counties, Pa. & New Castle County, Del.	Pool or Mixed Cars	28.00	33.00	34.00	30.00	23.00
Chicago Area	Straight, Pool or Mixed Cars	28.00	33.00	34.00	30.00	23.00
	Straight, Pool or Mixed Cars	27.50	32.50	33.50	24.66	22.50
Detroit Area	Straight, Pool or Mixed Cars	27.60	32.60	33.60	27.47	22.00
Grand Rapids Switching Area	Straight, Pool or Mixed Cars	28.00	33.00	34.00	30.00	23.00

10548 Notes and exceptions applying to delivered price areas listed above:
(a) Descriptions of Areas:

Metro New York New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Boston Area: Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine.

Southeast New York Area: Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York.

Southern New Jersey Area: Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey.

Chicago Area: Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

Detroit Area: Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

* Grand Rapids, Mich. Switching Area: As described in published railroad freight tariffs.

(b) Delivered prices for shipment in straight cars into Metro, New York, New Jersey, Philadelphia and Boston Areas apply on straight carloads of patented gypsum board products consigned to one destination and invoiced to one account. Any mixture of regular patented board products (including special surfaced gypsum board products) and metallized patented board products may

(Reference notes continued on following page)

10549 (5) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euelid, North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline and Rock Island, Illinois	Davenport, Ia.

(6) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(Reference notes continued from preceding page)

be combined to make up the required minimum. Exception: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products, (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (1) and section (b) of paragraph (2) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only.)

10550 To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfra.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates changes in this reissue.

10551 (c) For shipment into Queens and Nassau Counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York, the minimum price of 1/2" patented metallized

gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(5) 5/16" Metallized Plasterboard: The minimum price of 5/16" patented metallized-gypsum plasterboard. (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

(a) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

—Dauphin County, Pennsylvania (Harrisburg)

—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia

—Hartford County, Connecticut (Hartford)

—Hennepin County, Minnesota (Minneapolis)

—Henrico County, Virginia (Richmond)

—Kent County, Rhode Island

—Lancaster County, Pennsylvania (Lancaster)

—Lackawanna County, Pennsylvania (Scranton)

—Luzerne County, Pennsylvania (Wilkes-Barre)

—Marion County, Indiana (Indianapolis)

—Mercer County, New Jersey (Trenton) See paragraph

(7) for minimum quantity required for shipment in pool cars or mixed cars.

—Norfolk County, Virginia (Norfolk)

—Oklahoma County, Oklahoma (Oklahoma City)

—Peoria County, Illinois (Peoria)

—Princess Anne County, Virginia

—Providence County, Rhode Island (Providence)

—Ramsey County, Minnesota (St. Paul)

—Roanoke County, Virginia (Roanoke)

—Sangamon County, Illinois (Springfield)

—Tulsa County, Oklahoma (Tulsa)

also the St. Louis Area as follows: the City of St. Louis, Missouri; all of Saint Louis County, Missouri; and the town of Imperial (in Jefferson County), Missouri.

† Indicates change (to become effective August 25, 1936).

10552 (7) Delivered Price Areas (Cont'd)

price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

(8) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid; North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
† Saint Louis County and town of Imperial (in Jefferson County), Missouri	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Uabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Roslyn, Virginia	Washington, D. C.
Omaha, Nebraska	Council Bluffs, Ia.
Moline and Rock Island, Illinois	Davenport, Ia.

(9) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as

† Indicates change (to become effective August 25, 1936).

follows: (Note: Sales to roofing contractors are for specific roof jobs only).

10553 ††(b) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); the following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas; also that portion of Kentucky west of and including Marshall and Calloway Counties and that portion of Tennessee west of and including Henry, Benton, Decatur and Harden Counties.

(c) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(d) \$24.50 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Orleans County, Louisiana (New Orleans).

(e) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)

(6) 3/8" Metallized Plasterboard Exceptions:

The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.87 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

†† Indicates change (to become effective August 24, 1936).

(7) Delivered Price Areas:

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices into: (See Descriptions of Areas Below)		1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
Metro N. Y.—N. J., Boston and Philadelphia Areas (See Notes b and c)	Straight Cars	27.50	33.50	36.00	29.00	22.00
	Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
Southeast New York & Southern New Jersey Areas, Also Lehigh and Northamp- ton Counties, Pa. & New Castle County, Del.	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
	Straight, Pool or Mxd. Cars	28.00	34.00	36.50	24.66	22.50
Chicago Area	Straight, Pool or Mxd. Cars	28.10	34.10	36.60	27.47	22.00
	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
Detroit Area						
Grand Rapids Switching Area						

10554 † and Florida, minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

†(b) For shipment into states of Minnesota, Iowa and Missouri minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

†(c) For shipment into Logan, Mingo, Wyoming, McDowell, Raleigh, Mercer, Summers and Fayette Counties, West Virginia, also into that portion of Virginia west of and including Highland, Augusta, Nelson, Amherst, Campbell and Halifax Counties, minimum price of 3/8" patented metallized gypsum wallboard is, \$32.00 per M

† Indicates changes (to become effective August 17, 1936).

sq. ft. f.o.b. Plasterco, Virginia; or \$33.50 per M sq. ft. f.o.b. Gypsum, Ohio.

(3) 1/2" Metallized Wallboard Exceptions:

†(a) For shipment into states of North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Louisiana, New Mexico, Oklahoma, Texas, Arkansas, Kansas, Nebraska, South Dakota, North Dakota, Colorado, Wyoming, and Montana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Plasterco, Virginia; Philadelphia, Pennsylvania; Gypsum, Ohio; East Chicago, Indiana; Grand Rapids, Michigan; Fort Dodge, Iowa; Southard, Oklahoma; Sweetwater, Texas and Acme, Texas.

†(b) For shipment into states of Minnesota, Iowa and Missouri, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$36.00 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

†(c) For shipment into Logan, Mingo, Wyoming, McDowell, Raleigh, Mercer, Summers and Fayette Counties, West Virginia, also into that portion of Virginia west of and including Highland, Augusta, Nelson, Amherst, Campbell and Halifax Counties, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Plasterco, Virginia; or \$36.00 per M sq. ft. f.o.b. Gypsum, Ohio.

(4) 1/2" Metallized T&G Sheathing Exceptions:

(a) For shipment into Lake and McHenry Counties, Illinois, also Porter County, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealer's warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to Dealers' warehouse or siding.

† Indicates changes (to become effective August 17, 1936).

(c) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Erie and Niagara Counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(5) 5/16" Metallized Plasterboard: The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

†(a) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

—Dauphin County, Pennsylvania (Harrisburg).

—Franklin County, Massachusetts (Greenfield).

—Franklin County, Ohio (Columbus).

—Hampden County, Massachusetts (Springfield).

—Hampshire County, Massachusetts (Northampton).

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford).

—Hennepin County, Minnesota (Minneapolis).

—Henrico County, Virginia (Richmond).

—Kent County, Rhode Island.

—Lancaster County, Pennsylvania (Lancaster).

†—Lackawanna County, Pennsylvania (Scranton).

†—Luzerne County, Pennsylvania (Wilkes-Barre).

—Marion County, Indiana (Indianapolis).

—Mercer County, New Jersey (Trenton) See paragraph (7) for minimum quantity required for shipment in pool cars or mixed cars.

—Norfolk County, Virginia (Norfolk).

† Indicates changes (to become effective August 17, 1936).

- Oklahoma County, Oklahoma (Oklahoma City).
- Peoria County, Illinois (Peoria).
- Princess Anne County, Virginia.
- Providence County, Rhode Island (Providence).
- Ramsey County, Minnesota (St. Paul).
- Roanoke County, Virginia (Roanoke).
- Sangamon County, Illinois (Springfield).
- Tulsa County, Oklahoma (Tulsa).

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

10555 †(b) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta); Shelby County, Tennessee (Memphis); Shawnee County, Kansas (Topeka); Sedgewick County, Kansas (Wichita); and following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri, also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(c) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

†(d) \$24.50 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Orleans County, Louisiana (New Orleans).

(e) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)

(6) 3/8" Metallized Plasterboard Exceptions:

The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed

† Indicates changes (to become effective August 17, 1936).

carloads with other gypsum products is \$28.87 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

(7) Delivered Price Areas:

Prices of patented metallized gypsum products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices Into: (See Descriptions of Areas Below)		1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
Metro N. Y. N. J., Boston and Philadelphia Areas (See Notes b and c) Southeast New York & Southern New Jersey Areas, Also Lehigh and Northampton Counties, Pa. & New Castle County, Del.	Straight Cars	27.50	33.50	36.00	29.00	22.00
	Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
	Straight, Pool or Mxd. Cars	28.00	34.00	36.50	29.66	22.50
Chicago Area	Straight, Pool or Mxd. Cars	28.10	34.10	36.60	27.47	22.00
Detroit Area	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
Grand Rapids						
Switching Area						

10556 and Florida, also into Kansas City, Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme; Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

†(b) For shipment into States of Minnesota, Iowa and Missouri (except Kansas City—see paragraph (a) above) minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and

† Indicates changes (to become effective August 3, 1936).

Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(3) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into States of New Mexico, Oklahoma, Texas and Arkansas also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

(b) For shipment into States of North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Louisiana (except Counties listed in (a) above), Kansas, Nebraska, South Dakota, North Dakota, Colorado, Wyoming, and Montana, minimum price of 1/2" patented metallized gypsum wallboard is \$34.00 per M sq. ft. f.o.b. Plasterco, Virginia; Philadelphia, Pennsylvania; Gypsum, Ohio; East Chicago, Indiana; Grand Rapids, Michigan; Fort Dodge, Iowa; Southard, Oklahoma; Sweetwater, Texas and Acme, Texas.

(c) For shipment into States of Minnesota, Iowa and Missouri, minimum price of 1/2" patented metallized gypsum wallboard is \$35.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$36.00 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized T&G Sheathing Exceptions:

(a) For shipment into Lake, and McHenry counties, Illinois, also Porter county, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealer's warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(c) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs

Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

10557 (7) Delivered Price Areas (Cont'd.)

price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

(8) Delivered carload minimum prices in markets as listed are same as in adjacent cities, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot, and Bridgetown, O.	Cincinnati, O.
Euchid, North Randall and Bedford O.	Cleveland, O.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosalyn, Virginia	Washington, D. C.
† Omaha, Nebraska	Council Bluffs, Ia.
† Moline and Rock Island, Illinois	Davenport, Iowa

† Indicates changes (to become effective August 8, 1936).

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(9) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as specific roof jobs only).

10558

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 23, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1—Cancels Metallized Board License Bulletin No. 1—
Dated July 10, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 28, 1936, the minimum prices at which you may sell metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	$\frac{1}{4}$ " Metallized Gypsum Wallboard— Weight—950 # per M	$\frac{3}{8}$ " Metallized Gypsum Wallboard— Weight—1400 # per M	$\frac{1}{2}$ " Metallized Gypsum Wallboard— Weight—1900 # per M	$\frac{1}{2}$ " Metallized Gypsum Sheathing— Weight—1900 # per M	$\frac{3}{4}$ " Metallized Gypsum Plasterboard— Weight—1400 # per M
Acme, Texas	\$27.50	\$33.50	\$36.00	\$29.00	(See Note 'a')
Boston (Charlestown) Mass.	27.50	33.50	36.00	29.00	
Detroit, Mich.	27.50	33.50	36.00	29.00	
East Chicago, Ind.	27.50	33.50	36.00	29.00	
Fort Dodge, Iowa	27.50	33.50	36.00	29.00	
Grand Rapids, Mich.	27.50	33.50	36.00	29.00	
Gypsum, Ohio	27.50	33.50	36.00	29.00	
New Brighton, S. I., N. Y.	27.50	33.50	36.00	29.00	
Oakfield, N. Y.	27.50	33.50	36.00	29.00	
Philadelphia, Pa.	27.50	33.50	36.00	29.00	
Plasterco, Va.	27.50	33.50	36.00	29.00	
Southard, Okla.	27.50	33.50	36.00	29.00	
Sweetwater, Texas	27.50	33.50	36.00	29.00	

(a) $3/8$ " Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb, Missouri.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt, nearest to rate per ton, fractions of less than $1/4$ c per cwt. to be dropped, fractions of $1/4$ c per cwt. to $1/2$ c per cwt. to be considered as $1/2$ c. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}$ c per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{2}$ c shall be used.

10559 **Emergency Freight Charges:** The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

10560 Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over .43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover, Switching and Other Extra Delivery Charges:

All stopover, charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within any Gypsum Board Trucking Area where in the delivered price in pool or mixed earloads is same as delivered price when delivered by truck.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) 1/4" Metallized Wallboard Exceptions:

For shipment into states of Florida, New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" pat-

ented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Plasterco, Virginia; Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa.

(2) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

(b) For shipment into states of Minnesota, Iowa and Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(3) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Oklahoma, Texas and Arkansas also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

(b) For shipment into states of North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Louisiana (except counties listed in (a) above), Kansas, Nebraska, South Dakota, North Dakota, Colorado, Wyoming, and Montana, minimum price of 1/2" patented metallized gypsum wallboard is \$34.00 per M sq. ft. f.o.b. Plasterco, Virginia; Philadelphia, Pennsylvania; Gypsum, Ohio; East Chicago, Indiana; Grand Rapids, Michigan; Fort Dodge, Iowa; Southard, Oklahoma; Sweetwater, Texas and Acme, Texas.

(c) For shipment into states of Minnesota, Iowa and Missouri, minimum price of 1/2" patented metallized gypsum wallboard is \$35.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$36.00 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized T&G Sheathing Exceptions:

†(a) For shipment into Lake, and McHenry counties, Illinois, also Porter county, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(c) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

10562 (d) For shipment into Erie and Niagara counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(5) 5/16" Metallized Plasterboard: The Minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

(a) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

—Dauphin County, Pennsylvania (Harrisburg)

—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia.

- Hartford County, Connecticut (Hartford)
- Hennepin County, Minnesota (Minneapolis)
- Henrico County, Virginia (Richmond)
- Kent County, Rhode Island
- Lancaster County, Pennsylvania (Lancaster)
- Marion County, Indiana (Indianapolis)
- Mercer County, New Jersey (Trenton) See paragraph

(7) for minimum quantity required for shipment in pool cars or mixed cars.

- Norfolk County, Virginia (Norfolk)
- Oklahoma County, Oklahoma (Oklahoma City)
- Peoria County, Illinois (Peoria)
- Princess Anne County, Virginia
- Providence County, Rhode Island (Providence)
- Ramsey County, Minnesota (St. Paul)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- Tulsa County, Oklahoma (Tulsa)

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

(b) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta).

(c) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

10563 (d) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)
- Sedgewick County, Kansas (Wichita)

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(6) 3/8" Metallized Plasterboard Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.87 per M^{sq.} ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

†(7) Delivered Price Areas

Prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within areas listed below are as follows:

Del'd Prices Into: (See Descriptions of Areas Below)		1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Sheathing	3/8" Metallized Gypsum Lath
Metro N. Y.—N. J., Boston and Philadelphia Areas (See Notes b and c) Southeast New York & Southern New Jersey Areas, Also Lehigh and Northampton Counties, Pa. & New Castle County, Del.	Straight Cars	27.50	33.50	36.00	29.00	22.00
	Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
	Straight, Pool or Mxd. Cars	28.00	34.00	36.50	24.66	22.50
Chicago Area	Straight, Pool or Mxd. Cars	28.10	34.10	36.60	27.47	22.00
Detroit Area	Straight, Pool or Mxd. Cars	28.50	34.50	37.00	30.00	23.00
Grand Rapids Switching Area	Straight, Pool or Mxd. Cars					

10564 Notes and Exceptions Applying to Delivered Price Areas Listed Above:

(a) Descriptions of Areas:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also

(Reference notes continued on following page)

(Reference notes continued from preceding page)

Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

†Boston Area: Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine.

†Southeast New York Area: Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York.

†Southern New Jersey Area: Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey.

Chicago Area: Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

†Detroit Area: Wayne County, Michigan, towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

Grand Rapids, Mich. Switching Area: As described in published railroad freight tariffs.

(b) Delivered prices for shipment in straight cars into Metro. New York-New Jersey, Philadelphia and Boston Areas apply on straight carloads of patented gypsum board products consigned to one destination and invoiced to one account. Any mixture of regular patented board products (including special surfaced gypsum board products) and metallized patented board products may be combined to make up the required minimum. Exception: Refer to section (c) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of, or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(c) In pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum. Exceptions: Refer to section (c) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" plasterboard into Mercer County, New Jersey.

10565 (8) Delivered Carload Minimum Prices in Certain Suburbs Same as In City Proper, as Indicated Below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclyd, North Randall and Bedford, O.	Cleveland, O.
Dodson and Edgecomb, Mo., Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.

(9) Sales to Contractors and Prefabricated House Manufacturers, Also Extras on Odd Sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

10566 To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

5528

To Dealers		To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President

† Indicate change in this

10567

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 10, 1936.

Carload Shipments—Metallized Board License Bulletin
No. 1—Cancels Metallized Board License Bulletin
No. 1—Dated June 25, 1936

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective July 13, 1936, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. Determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	Metallized Gypsum Wallboard— Weight—950 # per M	Metallized Gypsum Wallboard— Weight—1400 # per M	Metallized Gypsum Wallboard— Weight—1900 # per M	Metallized Gypsum Sheathing— Weight—1900 # per M	Metallized Gypsum
	1/4"	3/8"	1/2"	3/4"	3/4"
Acme, Texas	\$27.50	\$33.50	\$36.00	\$29.00	
Boston (Charlestown) Mass.	27.50	33.50	36.00	29.00	
Detroit, Mich.	27.50	33.50	36.00	29.00	
East Chicago, Ind.	27.50	33.50	36.00	29.00	
Fort Dodge, Iowa	27.50	33.50	36.00	29.00	
Grand Rapids, Mich.	27.50	33.50	36.00	29.00	
Gypsum, Ohio	27.50	33.50	36.00	29.00	
New Brighton, S. I., N. Y.	27.50	33.50	36.00	29.00	
Oakfield, N. Y.	27.50	33.50	36.00	29.00	
Philadelphia, Pa.	27.50	33.50	36.00	29.00	
Plasterco, Va.	27.50	33.50	36.00	29.00	
Southard, Okla.	27.50	33.50	36.00	29.00	
Sweetwater, Texas	27.50	33.50	36.00	29.00	

(Reference notes on following page)

10568 **Emergency Freight Charges:** The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

(Reference notes from preceding page)

(a) 3/8" Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y. Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb Missouri.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surfaced metallized. Add \$15.00 per M sq. ft. when furnished with both surfaced metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt, nearest to rate per ton, fractions of less than 1/4¢ per cwt. to be dropped, fractions of 1/4¢ per cwt. to 1/2¢ per cwt. to be considered as 1/2¢. Example: The rate of \$3.45 per ton equals 17 1/2¢ per cwt. For purpose of arriving at delivered price, however, the rate of 17 1/4¢ shall be used.

10569 Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within any Gypsum Board Trucking Area where in the delivered price in pool or mixed carloads is same as delivered price when delivered by truck.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) 1/4" Metallized Wallboard Exceptions:

For shipment into states of Florida, New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Plasterco, Virginia; Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa.

(2) 3/8" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, North Dakota, South Dakota, Nebraska, Kansas; Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

†(b) For shipment into states of Minnesota, Iowa and Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(3) 1/2" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Oklahoma, Texas and Arkansas also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

†(b) For shipment into states of North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Louisiana (except counties listed in (a) above), Kansas, Nebraska, South Dakota, North Dakota, Colorado, Wyoming, and Montana, minimum price of 1/2" patented metallized gypsum wallboard is \$34.00 per M sq. ft. f.o.b. Plasterco, Virginia; Philadelphia, Pennsylvania; Gypsum, Ohio; East Chicago, Indiana; Grand Rapids, Michigan;

Fort Dodge, Iowa; Southard, Oklahoma; Sweetwater, Texas and Acme, Texas.

†(c) For shipment into states of Minnesota, Iowa and Missouri, minimum price of 1/2" patented metallized gypsum wallboard is \$35.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$36.00 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized T&G Sheathing Exceptions:

(a) For shipment into Cook, Lake, Du Page and McHenry counties, Illinois, also Lake and Porter counties, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(c) For shipment into Wayne County, Michigan, towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan, in straight and pool carloads or 10571 in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$27.47 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(d) For shipment into Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York, in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$31.80 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

†(e) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented

gypsum board products consigned to one destination and invoiced to one account, or \$27.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

(f) For shipment into Erie and Niagara counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

(g) For shipment into states of Oklahoma and Texas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, the minimum price of 1/2" patented metallized gypsum sheathing is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(5) 5/16" Metallized Plasterboard: The Minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M); in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

(a) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and the towns of Wiloughby and Wickliffe, Ohio.

—Dauphin County, Pennsylvania (Harrisburg)

—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford)

—Hennepin County, Minnesota (Minneapolis)

—Henrico County, Virginia (Richmond)

—Kent County, Rhode Island.

—Lancaster County, Pennsylvania (Lancaster)

—Marion County, Indiana (Indianapolis)

10572 —Mercer County, New Jersey (Trenton) See paragraph (8) for minimum quantity required for shipment in pool cars or mixed cars.

—Norfolk County, Virginia (Norfolk)

—Oklahoma County, Oklahoma (Oklahoma City)

—Peoria County, Illinois (Peoria)

—Princess Anne County, Virginia.

- Providence County, Rhode Island (Providence)
- Ramsey County, Minnesota (St. Paul)
- Roanoke County, Virginia (Roanoke)
- Sangamon County, Illinois (Springfield)
- Tulsa County, Oklahoma (Tulsa)

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

(b) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta).

(c) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(d) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)
- Sedgewick County, Kansas (Wichita)

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(6) 3/8" Metallized Plasterboard Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(b) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$28.87 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

10573 (7) In straight carloads of patented gypsum board and/or lath products consigned to one destination and invoiced to one account, minimum prices of patented metallized gypsum board products f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston areas (as described below) shall be same as prices applying f.o.b. cars New Brighton, Philadelphia or Boston mills. This applies into areas as follows:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. Exception: Refer to section (e) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" Metallized T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" metallized plasterboard into Mercer County, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Boston Area: Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight

cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(8) For minimum prices of patented metallized gypsum board products, in pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston Areas as described in paragraph (7) above, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton, Philadelphia and Boston Mills. Exceptions: Refer to section (e) of paragraph (4) and section (a) of paragraph (5) for minimum prices of 1/2" metallized T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" metallized plasterboard into Mercer County, New Jersey.

On pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described in paragraph (7) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

10574 (9) Grand Rapids Switching District. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Grand Rapids, Michigan Switching District, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(10) Chicago Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products (either 40,000# or 60,000# cars) f.o.b. cars delivered to dealers warehouse or siding within the Chicago Area, add 50¢ per M sq. ft. to prices applying f.o.b. cars, East Chicago Mill. This applies into Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County,

Illinois: Deerfield, Highland Park and Lake Forest. Exception: Minimum price of 1/2"-metallized gypsum sheathing for shipment into the Chicago Area as described above is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding.

(11) Detroit Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area, add 60¢ per M sq. ft. to prices applying f.o.b. cars, Detroit Mill. This applies into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan. Exception: Minimum price of 3/8" patented metallized gypsum plasterboard is \$22.00 per M sq. ft. and minimum price of 1/2" metallized gypsum sheathing is \$27.47 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area as described above.

(12) Delivered Carload Minimum Prices in Certain Suburbs Same as in City Proper, as Indicated Below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park & Lake Forest	Chicago, Ill.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid; North Randall and Bedford, O.	Cleveland, O.
Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan	Detroit, Mich.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Kings County, New York	Brooklyn, N. Y.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.

10575 *Delivered Carload Minimum Prices in—**Same as—*

Armory, Indian Orchard, Oak Street & Chicopee,
Mass.
 South Windham, **Maine**
 Gabe, Sheppard and Wilmont, **Oklahoma**
 Arlington Siding (Poughkeepsie) **New York**
 Roselyn, **Virginia**

Springfield, Mass.
Portland, Maine
Oklahoma City, Okla.
Poughkeepsie, N. Y.
Washington, D. C.

(13) Sales to Contractors and Prefabricated House Manufacturers, Also Extras on Odd Sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
 (Incl. Metal Ceiling Contrs.)
 & to Prefabricated House Mfrs.

Std. Sizes

W. Bd.

Pl. Bd.

2.50

1.25

To Roofing Contractors

Std. Sizes

W. Bd.

Pl. Bd.

1.25

1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
 Odd Sizes

W. Bd.

Pl. Bd.

2.50

1.25

To Contractors
 (Incl. Metal Ceiling Contrs.)
 & to Prefabricated House Mfrs.
 Odd Sizes

W. Bd.

Pl. Bd.

5.00

2.50

To Roofing
 Contractors
 Odd Sizes

W. Bd.

Pl. Bd.

1.25

1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President

Indicate change in this reissue.

10576 (2) 1/4" Metallized Wallboard Exceptions:

†For shipment into states of Florida, New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Plasterco, Virginia; Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa. (Plasterco, Virginia omitted in error in issue dated June 25, 1936)

(3) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana, Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

(b) For shipment into states of North Dakota, South Dakota, Nebraska and Kansas, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma.

(c) For shipment into states of Minnesota and Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized Wallboard Exceptions:

For shipment into states of New Mexico, Oklahoma, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

(5) 1/2" Metallized T&G Sheathing Exceptions:

(a) For shipment into Cook, Lake, DuPage and McHenry Counties, Illinois, also Lake and Porter Counties, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

(c) For shipment into Wayne County, Michigan, towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan, in straight and pool carloads or in mixed carloads

10577

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 25, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1—Cancels Metallized Board License Bulletin No. 1—Dated June 2, 1936 and Supplements Thereto Dated June 23, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b.
Cars: (Applying for standard sizes
as listed in Bulletin No. 4)

	$\frac{1}{4}$ " Metallized Gypsum Wallboard— Weight—950 # per M	$\frac{3}{8}$ " Metallized Gypsum ^a Wallboard— Weight—1400 # per M	$\frac{1}{2}$ " Metallized Gypsum Wallboard— Weight—1900 # per M	$\frac{1}{4}$ " Metallized Gypsum [†] Sheathing— Weight—1900 # per M	$\frac{3}{8}$ " Metallized Gypsum Plasterboard— Weight—1400 # per M
†Acme, Texas	\$27.50	\$33.50	\$36.00	\$29.00	
†Boston (Charlestown) Mass.	27.50	33.50	36.00	29.00	
†Detroit, Mich.	27.50	33.50	36.00	29.00	
†East Chicago, Ind.	27.50	33.50	36.00	29.00	
†Fort Dodge, Iowa	27.50	33.50	36.00	29.00	
†Grand Rapids, Mich.	27.50	33.50	36.00	29.00	
†Gypsum, Ohio	27.50	33.50	36.00	29.00	
†New Brighton, S. I., N. Y.	27.50	33.50	36.00	29.00	
†Oakfield, N. Y.	27.50	33.50	36.00	29.00	
†Philadelphia, Pa.	27.50	33.50	36.00	29.00	
†Plasterco, Va.	27.50	33.50	36.00	29.00	
†Southard, Okla.	27.50	33.50	36.00	29.00	
†Sweetwater, Texas	27.50	33.50	36.00	29.00	

(See Note 'a')

(a) $3/8$ " Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Kansas, Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River, also into towns of Kansas City, Dodson and Edgecomb, Missouri.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surfaced metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt, nearest to rate per ton, fractions of less than $1/4$ ¢ per cwt. to be dropped, fractions of $1/4$ ¢ per cwt. to $1/2$ ¢ per cwt. to be considered as $1/2$ ¢. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}$ ¢ per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{2}$ ¢ shall be used.

10578 Emergency Freight Charges:

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

10579 Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency. Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within any Gypsum Board Trucking Area wherein the delivered price in pool or mixed carloads is same as delivered price when delivered by truck.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge, East Chicago or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum

products, will be mill-base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

10580 (2) 1/4" Metallized Wallboard Exceptions:

*For shipment into states of Florida, New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa.

(3) 3/8" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

†(b) For shipment into states of North Dakota, South Dakota, Nebraska and Kansas, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma.

†(c) For shipment into states of Minnesota and Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized Wallboard Exceptions:

† For shipment into states of New Mexico, Oklahoma, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft. f.o.b. Acme,

Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

†(5) 1/2" Metallized T&G Sheathing Exceptions:

†(a) For shipment into Cook, Lake, DuPage and McHenry Counties, Illinois, also Lake and Porter Counties, Indiana in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

†(b) For shipment into Allegheny County (Pittsburgh) Pennsylvania in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$28.42 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

†(c) For shipment into Wayne County, Michigan, towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan, in straight and pool carloads or 10581 in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$27.47 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

†(d) For shipment into Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York, in straight and pool carloads or in mixed carloads with other gypsum products, the minimum price of 1/2" patented metallized gypsum sheathing is \$31.80 per M sq. ft. f.o.b. cars delivered to dealers' warehouse or siding.

†(e) For shipment into Queens and Nassau counties, New York, also towns of Amityville, Huntington, Northport, Babylon, Lindenhurst, Bayshore and Cold Springs Harbor in Suffolk County, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$26.00 per M sq. ft. for shipment in straight carloads of patented gypsum board products consigned to one destination and invoiced to one account, or \$28.00 per M sq. ft. for shipment in pool cars or mixed cars, f.o.b. cars delivered to dealers' warehouse or siding.

[†](f) For shipment into Erie and Niagara counties, New York, the minimum price of 1/2" patented metallized gypsum sheathing is \$22.00 per M sq. ft. f.o.b. Oakfield, New York.

[†](g) For shipment into state of Oklahoma and Texas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, the minimum price of 1/2" patented metallized gypsum sheathing is \$33.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(6) 5/16" Metallized Plasterboard: The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

(a) \$21.68 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Mercer County, New Jersey (Trenton). See paragraph (9) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and the towns of Willoughby and Wickliffe, Ohio.

[†]—Dauphin County, Pennsylvania (Harrisburg)

[†]—Franklin County, Massachusetts (Greenfield)

—Franklin County, Ohio (Columbus)

—Hampden County, Massachusetts (Springfield)

[†]—Hampshire County, Massachusetts (Northampton)

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford).

—Hennepin County, Minnesota (Minneapolis)

—Henrico County, Virginia (Richmond)

—Kent County, Rhode Island.

10582 —Lancaster County, Pennsylvania (Lancaster).

—Marion County, Indiana (Indianapolis).

—Norfolk County, Virginia (Norfolk).

—Oklahoma County, Oklahoma (Oklahoma City).

—Peoria County, Illinois (Peoria).

—Princess Anne County, Virginia.

—Providence County, Rhode Island (Providence).

—Ramsey County, Minnesota (St. Paul).

- Roanoke County, Virginia (Roanoke).
- Sangamon County, Illinois (Springfield).
- Tulsa County, Oklahoma (Tulsa).

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta).

(d) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(e) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph).
- Cass County, North Dakota (Fargo).
- Greene County, Missouri (Springfield).
- Jasper County, Missouri (Joplin).
- Lancaster County, Nebraska (Lincoln).
- Minnehaha County, South Dakota (Sioux Falls).
- Newton County, Missouri (Joplin).
- Sedgewick County, Kansas (Wichita).

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(7) 3/8" Metallized Plasterboard Exceptions:

(a) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(b) The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or

in mixed carloads with other gypsum products is \$28.87 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Palm Beach, Dade, Broward and Monroe Counties, Florida.

10583 (8) In straight carloads of patented gypsum board and/or lath products consigned to one destination and invoiced to one account, minimum prices of patented metallized gypsum board products f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston areas (as described below) shall be same as prices applying f.o.b. cars: New Brighton, Philadelphia or Boston mills. This applies into areas as follows:

'Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. Exception: Refer to section (e) of paragraph (5) and section (a) of paragraph (6) for minimum prices of 1/2" Metallized T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" metallized plasterboard into Mercer County, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden county, New Jersey.

Boston Area: Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

†(9) For minimum prices of patented metallized gypsum board products, in pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston Areas as described in paragraph (8) above, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton, Philadelphia and Boston Mills. Exceptions: Refer to section (e) of paragraph (5) and section (a) of paragraph (6) for minimum prices of 1/2" metallized T&G Sheathing into Queens and Nassau Counties and several towns in Suffolk County, New York, also of 5/16" metallized plasterboard in Mercer County, New Jersey.

On pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described in paragraph (8) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

10584 (10) Grand Rapids Switching District. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Grand Rapids, Michigan Switching District, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

†(11) Chicago Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products (either 40,000# or 60,000# cars) f.o.b. cars delivered to dealers warehouse or siding within the Chicago Area, add 50¢ per M sq. ft. to prices applying to f.o.b. cars, East Chicago Mill. This applies into Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest. Exception: Minimum price of 1/2" metallized gypsum sheathing for shipment into the Chicago Area as described above is \$24.66 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding.

(12) Detroit Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area, add 60¢ per M sq. ft. to prices applying f.o.b. cars, Detroit Mill. This applies into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan. Exception: Minimum price of 3/8" patented metallized gypsum plasterboard is \$22.00 per M sq. ft. and minimum price of 1/2" metallized gypsum sheathing is \$27.47 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area as described above.

(13) Delivered Carload Minimum Prices in Certain Suburbs Same as in City Proper, as Indicated Below:

10585 Delivered Carload Minimum Prices in—	Same as—
College Park, Ga. Elkridge and Glen Burnie, Maryland Bristol, Tenn. Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois; Deerfield, Highland Park & Lake Forest Cheviot & Bridgetown, O. Euclid, North Randall and Bedford, O. Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas Kings County, New York Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	Atlanta, Ga. Baltimore, Md. Bristol, Va. Chicago, Ill. Cincinnati, O. Cleveland, O. Detroit, Mich. Kansas City, Mo. Brooklyn, N. Y. St. Louis, Mo.

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
Armory, Indian Orchard, Oak Street and Chicopee, Mass. South Windham, Maine Gabe, Sheppard and Wilmont, Oklahoma Arlington Siding (Poughkeepsie) New York Rosslyn, Virginia	Springfield, Mass. Portland, Maine Oklahoma City, Okla. Poughkeepsie, N. Y. Washington, D. C.

(14) Sales to Contractors and Prefabricated House Manufacturers, Also Extras on Odd Sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

<i>To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfrs.</i>		<i>To Roofing Contractors</i>	
<i>Std. Sizes</i>		<i>Std. Sizes</i>	
<i>W. Bd.</i>	<i>Pl. Bd.</i>	<i>W. Bd.</i>	<i>Pl. Bd.</i>
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

<i>To Dealers</i>		<i>To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfrs.</i>		<i>To Roofing Contractors</i>	
<i>Odd Sizes</i>		<i>Odd Sizes</i>		<i>Odd Sizes</i>	
<i>W. Bd.</i>	<i>Pl. Bd.</i>	<i>W. Bd.</i>	<i>Pl. Bd.</i>	<i>W. Bd.</i>	<i>Pl. Bd.</i>
2.50	1.25	5.00	2.50	1.25	1.25

† Indicates change in this reissue.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10586

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 2, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1—Dated May 26, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective June 4, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Sq. Ft. f.o.b.
Cars: (Applying for standard sizes
as listed in Bulletin No. 4)

	1/4" Metallized Gypsum Wallboard— Weight—950 # per M	3/8" Metallized Gypsum Wallboard— Weight—1400 # per M	1/2" Metallized Gypsum Wallboard— Weight—1900 # per M	1/2" Metallized Gypsum Sheathing— Weight—1900 # per M	3/4" Metallized Gypsum Plasterboard— Weight—1400 # per M
Akme, Texas	\$27.50	\$33.50	\$36.00	\$31.00	(See Note 'a')
Boston (Charlestown) Mass.	27.50	33.50	36.00	31.00	
Detroit, Mich.	27.50	33.50	36.00	31.00	
East Chicago, Ind.	27.50	33.50	36.00	31.00	
Fort Dodge, Iowa	27.50	33.50	36.00	31.00	
Grand Rapids, Mich.	27.50	33.50	36.00	31.00	
Gypsum, Ohio	27.50	33.50	36.00	31.00	
New Brighton, S. I., N. Y.	27.50	33.50	36.00	31.00	
Oakfield, N. Y.	27.50	33.50	36.00	31.00	
Philadelphia, Pa.	27.50	33.50	36.00	31.00	
Plasterco, Va.	27.50	33.50	36.00	31.00	
Southard, Okla.	27.50	33.50	36.00	31.00	
Sweetwater, Texas	27.50	33.50	36.00	31.00	

(Reference notes on following page)

10587 Emergency Freight Charges:

The minimum delivered prices of patented metallized wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intra-state traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

(Reference notes from preceding page)

(a) 3/8" Metallized Plasterboard:

(1) \$322.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, S. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into states of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana West of the Mississippi River.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surfaced metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than $\frac{1}{4}$ ¢ per cwt. to be dropped, fractions of $\frac{1}{4}$ ¢ per cwt. to $\frac{1}{2}$ ¢ per cwt. to be considered as $\frac{1}{2}$ ¢. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}$ ¢ per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{4}$ ¢ shall be used.

Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

10588 Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within any Gypsum Board Trucking Area wherein the delivered price in pool or mixed carloads is same as delivered price when delivered by truck.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge, East Chicago or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stop-over cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

(2) 1/4" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" patented metallized gypsum wallboard is \$25.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa.

(b) For shipment into states of Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina and Florida, minimum price of 1/4" patented metallized gypsum wallboard is \$26.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

(c) For shipment into states of North Dakota, South Dakota, Nebraska and Kansas, minimum price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma.

(d) For shipment into state of Minnesota, minimum price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft. f.o.b. Fort Dodge, Iowa or \$27.50 per M sq. ft. f.o.b. Grand Rapids, Michigan and East Chicago, Indiana.

(3) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania:

†(b) For shipment into states of North Dakota, South Dakota, Nebraska and Kansas, minimum price of 3/8" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma.

†(c) For shipment into states of Minnesota and Missouri, minimum price of 3/8" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and Southard, Oklahoma; or \$33.50 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(4) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Oklahoma, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

†(b) For shipment into states of North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Louisiana (except counties listed in (a) above, Kansas, Nebraska, South Dakota, North Dakota, and Montana, minimum price of 1/2" patented metallized gypsum wallboard is \$34.00 per M sq. ft. f.o.b. Plasterco, Virginia; Philadelphia, Pennsylvania; Gypsum, Ohio; East Chicago, Indiana; Grand Rapids, Michigan; Fort Dodge, Iowa; Southard, Oklahoma; Sweetwater, Texas and Acme, Texas.

†(c) For shipment into states of Minnesota and Missouri, minimum price of 1/2" patented metallized gypsum wallboard is \$34.00 per M sq. ft. f.o.b. Fort Dodge, Iowa and

Southard, Oklahoma; or \$36.00 per M sq. ft. f.o.b. East Chicago, Indiana and Grand Rapids, Michigan.

(d) For shipment into state of Arizona, minimum price of 1/2" patented metallized gypsum wallboard is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(5) 5/16" Metallized Plasterboard: The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

(a) \$21.68 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Mercer County, New Jersey (Trenton). See paragraph (8) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

10590 —Cuyahoga County (Cleveland) and towns of Willoughby and Wickliffe, Ohio.

†—Franklin County, Ohio (Columbus).

—Hampden County, Massachusetts (Springfield).

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford).

—Hennepin County, Minnesota (Minneapolis).

—Henrico County, Virginia (Richmond).

†—Kent County, Rhode Island.

—Lancaster County, Pennsylvania (Lancaster).

—Marion County, Indiana (Indianapolis).

—Norfolk County, Virginia (Norfolk).

—Oklahoma County, Oklahoma (Oklahoma City).

—Peoria County, Illinois (Peoria).

—Princess Anne County, Virginia.

—Providence County, Rhode Island (Providence).

—Ramsey County, Minnesota (St. Paul).

—Roanoke County, Virginia (Roanoke).

—Sangamon County, Illinois (Springfield).

—Tulsa County, Oklahoma (Tulsa).

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

(c) \$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in DeKalb and Fulton Counties, Georgia (Atlanta).

(d) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(e) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph).
- Cass County, North Dakota (Fargo).
- Greene County, Missouri (Springfield).
- Jasper County, Missouri (Joplin).
- Lancaster County, Nebraska (Lincoln).
- Minnehaha County, South Dakota (Sioux Falls).
- Newton County, Missouri (Joplin).
- Sedgewick County, Kansas (Wichita).

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(6) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

10591 (7) In straight carloads of patented gypsum board and/or lath products consigned to one destination and invoiced to one account, minimum prices of patented metallized gypsum board products f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston areas

(as described below) shall be same as f.o.b. New Brighton, Philadelphia or Boston mill prices as listed on page one of this bulletin. This applies into areas as follows:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. Exception: Refer to section (a) of paragraph (5) for minimum price of 5/16" metallized plasterboard into Mercer County, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Boston Area: Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(8) For minimum prices of patented metallized gypsum board products, in pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston Areas as described in paragraph (7) above, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton, Philadelphia and Boston Mills. Exception: Refer to section (a) of paragraph (5) for minimum price of 5/16" metallized plasterboard into Mercer County, New Jersey.

On pool or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described in paragraph (7) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(9) Grand Rapids Switching District. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Grand Rapids, Michigan Switching District, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

10592 (10) Chicago Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products (either 40,000# or 60,000# cars) f.o.b. cars delivered to dealers warehouse or siding within the Chicago Area, add 50¢ per M sq. ft. to prices applying f.o.b. cars, East Chicago Mill. This applies into Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

(11) Detroit Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area, add 60¢ per M sq. ft. to prices applying f.o.b. cars, Detroit Mill. This applies into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan. Exception: Minimum price of 3/8" patented metallized gypsum plasterboard is \$22.00 per M sq. ft., f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area as described above.

(12) Delivered Carload Minimum Prices in Certain Suburbs Same as in City Proper, as Indicated Below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest	Chicago, Ill.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid, North Randall and Bedford, O.	Cleveland, O.
Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan	Detroit, Mich.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Kings County, New York	Brooklyn, N. Y.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Oklahoma	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie) New York	Poughkeepsie, N. Y.
Rosslyn, Virginia	Washington, D. C.

10593 (13) Sales to Contractors and Prefabricated House Manufacturers, Also Extras on Odd Sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfrs.

To Roofing Contractors

Std. Sizes

Std. Sizes

W. Bd.
2.50

Pl. Bd.
1.25

W. Bd.
1.25

Pl. Bd.
1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

5564

10594

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 26, 1936.

Carload Shipments—Metallized Board License Bulletin
No. 1 (Page 1)—Cancels Page 1—Dated April 8, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective May 28, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination (see note # on page 2). In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices - Per M Sq. Ft. f.o.b. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallboard— Weight—950 # per M	3/8" Metallized Gypsum Wallboard— Weight—1400 # per M	1/2" Metallized Gypsum Wallboard— Weight—1900 # per M	3/4" Metallized Gypsum Sheathing— Weight—1900 # per M	1" Metallized Gypsum Plasterboard— Weight—1400 # per M
†Acme, Texas	\$27.50	\$33.50	\$36.00	\$31.00	
†Boston (Charlestown) Mass.	27.50	33.50	36.00	31.00	
†Detroit, Mich.	27.50	33.50	36.00	31.00	
†East Chicago, Ind.	27.50	33.50	36.00	31.00	
†Fort Dodge, Iowa	27.50	33.50	36.00	31.00	
†Grand Rapids, Mich.	27.50	33.50	36.00	31.00	
†Gypsum, Ohio	27.50	33.50	36.00	31.00	
†New Brighton, L. I., N. Y.	27.50	33.50	36.00	31.00	
†Oakfield, N. Y.	27.50	33.50	36.00	31.00	
†Philadelphia, Pa.	27.50	33.50	36.00	31.00	
†Plasterco, Va.	27.50	33.50	36.00	31.00	
†Southard, Okla.	27.50	33.50	36.00	31.00	
†Sweetwater, Texas	27.50	33.50	36.00	31.00	

(See Note 'a')

(Reference notes on following page)

10595 **Emergency Freight Charges:** The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wall-

(Reference notes from preceding page)

(a) 3/8" Metallized Plasterboard:

†(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Philadelphia, Pa., New Brighton, L. I., N. Y., Boston, Mass., Gypsum, Ohio, Detroit, Mich., East Chicago, Ind., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east of the Mississippi River, also cities of Duluth, Minneapolis, and St. Paul, Minn., and towns below St. Paul on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

†(2) \$22.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana west of the Mississippi River.

†(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

†# Where an odd 'rate per ton' is in effect (example: \$3.45 per ton) the freight per M sq. ft. shall be figured on basis of rate per cwt. nearest to rate per ton, fractions of less than $\frac{1}{4}\text{¢}$ per cwt. to be dropped, fractions of $\frac{1}{4}\text{¢}$ per cwt. to $\frac{1}{2}\text{¢}$ per cwt. to be considered as $\frac{1}{2}\text{¢}$. Example: The rate of \$3.45 per ton equals $17\frac{1}{4}\text{¢}$ per cwt. For purpose of arriving at delivered price, however, the rate of $17\frac{1}{4}\text{¢}$ shall be used.

board and metallized gypsum plasterboard shall be as detailed in following schedule:

Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

10596 Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming; also stopover charges need not be included on shipments to destinations within any Gypsum Board Trucking Area where in the delivered price in pool or mixed carloads is same as delivered price when delivered by truck.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

†(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge, East Chicago or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

†(2) 1/4" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Colorado, Montana, and Wyoming, minimum price of 1/4" patented metallized gypsum wallboard is \$25.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma and Fort Dodge, Iowa.

†(b) For shipment into states of Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina and Florida, minimum price of 1/4" patented metallized gypsum wallboard is \$26.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

†(3) 3/8" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Colorado, Montana, Wyoming, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, North Carolina, and Florida minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge Iowa; Grand Rapids, Michigan; East Chicago, Indiana; Gypsum, Ohio; Plasterco, Virginia; and Philadelphia, Pennsylvania.

10597 †(4) 1/2" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Oklahoma, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

†(b) For shipment into states of Louisiana (except counties as listed in (a) above), and into Kansas and Nebraska, minimum price of 1/2" patented metallized gypsum wallboard is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas, Southard, Oklahoma; and Fort Dodge, Iowa.

(5) 5/16" Metallized Plasterboard: The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

†(a) . \$21.68 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Mercer County, New Jersey (Trenton). See paragraph (8) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

†(b) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and towns of Willoughby and Wickliffe, Ohio.

—Hampden County, Massachusetts (Springfield)

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford).

—Hennepin County, Minnesota (Minneapolis).

—Henrico County, Virginia (Richmond).

—Lancaster County, Pennsylvania (Lancaster).

—Marion County, Indiana (Indianapolis).

—Norfolk County, Virginia (Norfolk).

†—Oklahoma County, Oklahoma (Oklahoma City).

—Peoria County, Illinois (Peoria)

—Princess Anne County, Virginia.

—Providence County, Rhode Island (Providence)

—Ramsey County, Minnesota (St. Paul).

—Roanoke County, Virginia (Roanoke).

- Sangamon County, Illinois (Springfield).
- †—Tulsa County, Oklahoma (Tulsa).

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.*

10598 (c) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

(d) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

- Buchanan County, Missouri (St. Joseph)
- Cass County, North Dakota (Fargo)
- Greene County, Missouri (Springfield)
- Jasper County, Missouri (Joplin)
- Lancaster County, Nebraska (Lincoln)
- Minnehaha County, South Dakota (Sioux Falls)
- Newton County, Missouri (Joplin)
- Sedgewick County, Kansas (Wichita)

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(6) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

†(7) In straight carloads of patented gypsum board and/or lath products consigned to one destination and invoiced to one account, minimum prices of patented metallized gypsum board products f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New

Jersey, Philadelphia and Boston areas (as described below) shall be same as f.o.b. New Brighton, Philadelphia or Boston mill prices as listed on page one of this bulletin. This applies into areas as follows:

Metro New York-New Jersey Area: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, N. Y.; also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey.

Philadelphia Area: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Boston Area: Essex, Middlesex, Suffolk and Norfolk counties, Mass.; the town of Mansfield, Mass., that portion of Plymouth County lying north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York County line.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

†(8) For minimum prices of patented metallized gypsum board products, in pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Metro New York-New Jersey, Philadelphia and Boston Areas as described in paragraph (7) above, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton, Philadelphia to Boston Mills. Exception: The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M) in straight and pool carloads or in mixed carloads with other

gypsum products, for shipment into Mercer County, New Jersey (not to be sold in balance of Metro New York-New Jersey Area) is \$21.68 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding.

On pool cars or mixed cars into the Metro New York-New Jersey Area, the Philadelphia Area and the Boston Area as described in paragraph (7) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(9) Grand Rapids Switching District. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Grand Rapids, Michigan Switching District, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(10) Chicago Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars, or in mixed cars with other gypsum products (either 40,000# or 60,000# cars) f.o.b. cars delivered to dealers warehouse or siding within the Chicago Area, add 50¢ per M sq. ft. to prices applying f.o.b. cars, East Chicago, mill. This applies into Cook and Du Page Counties, Illinois, Lake County, Indiana and following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest.

(11) Detroit Area. For minimum prices of patented metallized gypsum board products, in straight and pool cars or in mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding within the Detroit Area, add 60¢ per M sq. ft. to prices applying f.o.b. cars, Detroit Mill. This applies into Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; and towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan. Exception: Minimum price of 3/8" patented metallized gypsum plasterboard is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers ware-

house or siding within the Detroit Area as described above.

10600 (12) Delivered earload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Earload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Cheviot & Bridgetown, O.	Chicago, Ill.
Euclid, North Randall and Bedford, O.	Cincinnati, O.
Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan	Cleveland, O.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Detroit, Mich.
Kings County, New York	Kansas City, Mo.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	Brooklyn, N. Y.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	St. Louis, Mo.
South Windham, Maine	
Gabe, Sheppard and Wilmont, Okla.	Springfield, Mo.
Adington Siding (Poughkeepsie) New York	Portland, Maine
	Oklahoma City, Okla.
	Poughkeepsie, N. Y.

(13) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfrs.

Std. Sizes	
W. Bd.	Pl. Bd.
2.50	1.25

To Roofing Contractors

Std. Sizes	
W. Bd.	Pl. Bd.
1.25	1.25

10601 (b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice-President.

† Indicates change in this reissue.

5574

10602

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 8, 1936.

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1—Dated March 18, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective April 10, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Square Feet F.O.B. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallboard Weight—950 #	3/8" Metallized Gypsum Wallboard Weight—1400 #	1/2" Metallized Gypsum Wallboard Weight—1900 #	3/8" Metallized Gypsum Wallboard Weight—1400 #
	per M	per M	per M	per M
Acme, Texas	\$27.50	\$33.50	\$36.00	(See Note 'a')
Fort Dodge, Iowa	27.50	33.50	36.00	
Grand Rapids, Mich.	27.50	33.50	36.00	
Gypsum, Ohio	27.50	33.50	36.00	
Oakfield, N. Y.	27.50	33.50	36.00	
Plasterco, Va.	27.50	33.50	36.00	
Southard, Okla.	27.50	33.50	36.00	
Sweetwater, Texas	27.50	33.50	36.00	

(a) 3/8" Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Gypsum, Ohio, Detroit, Mich., Grand Rapids, Mich., and Plasterco, Va. for shipments into area east

(Reference notes continued on following page)

10603 Emergency Freight Charges

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds:

(Reference notes continued from preceding page)

of the Mississippi River, also city of Minneapolis, Minn., and towns below Minneapolis on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$30.00 per M. sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Tex. for shipments into states of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana west of the Mississippi River.

(3) \$25.00 per M. sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M. sq. ft. when furnished with both surfaces metallized.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

10604 Stopover, Switching and Other Extra-Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000-lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum

out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

(2) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into States of New Mexico and Texas, also into City of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville; Webster and Claiborne Counties, Louisiana, minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme; Texas; Sweetwater, Texas; and Southard, Oklahoma.

(b) For shipment into states of Oklahoma, Arkansas (except City of Texarkana—see above), Louisiana (except counties as listed above), Mississippi, Alabama, Georgia, South Carolina and Florida, also into Hamilton County only in State of Tennessee minimum price of 3/8" patented metallized gypsum wallboard is \$32.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma, Fort Dodge, Iowa; Grand Rapids, Michigan; and Plasterco, Virginia.

(3) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Okla.; and Fort Dodge, Iowa.

(c) For shipment into states of Oklahoma, Louisiana (except counties as listed above), Arizona, Kansas, and Nebraska, minimum price of 1/2" patented metallized gypsum wallboard is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

10605 (4) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

†(a) \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Cuyahoga County (Cleveland) and towns of Willoughby and Wickliffe, Ohio.

—Hampden County, Massachusetts (Springfield).

—Hanover County, Virginia.

—Hartford County, Connecticut (Hartford).

†—Hennepin County, Minnesota (Minneapolis).

—Henrico County, Virginia (Richmond).

—Lancaster County, Pennsylvania (Lancaster).

—Marion County, Indiana (Indianapolis).

—Mercer County, New Jersey (Trenton). See paragraph (7) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

—Norfolk County, Virginia (Norfolk).

†—Peoria County, Illinois (Peoria).

—Princess Anne County, Virginia.

—Providence County, Rhode Island (Providence).

†—Ramsey County, Minnesota (St. Paul).

—Roanoke County, Virginia (Roanoke).

—Sangamon County, Illinois (Springfield).

also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

†(b) \$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City); Pottawatomie County, Iowa (Council Bluffs) and Douglas County, Nebraska (Omaha).

†(c) \$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in the following markets:

—Buchanan County, Missouri (St. Joseph).

†—Cass County, North Dakota (Fargo).

†—Greene County, Missouri (Springfield).

†—Jasper County, Missouri (Joplin).

—Lancaster County, Nebraska (Lincoln).

†—Minnehaha County, South Dakota (Sioux Falls)

†—Newton County, Missouri (Joplin).

—Sedgewick County, Kansas (Wichita).

also following towns in Kansas City Area: Kansas City, Dodson and Edgecomb, Missouri; also towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(d) \$30.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Oklahoma County, Oklahoma (Oklahoma City) and Tulsa County, Oklahoma (Tulsa).

10606 (5) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(6) In straight carloads of patented gypsum board and/or lath products, (except 5/16" thickness plasterboard—see par. 4), consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York, Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex, and Ocean Counties, New Jersey; also in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(7) On pool cars or mixed cars into the Metropolitan New York-New Jersey Area and the Philadelphia Area as described in paragraph (6) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products consigned to one destination and invoiced to one account. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board

products) may be combined to make up the required minimums.

(8) Straight or mixed cars board f.o.b. dealers siding in switching limits of Grand Rapids, Michigan, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(9) Delivered carload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park & Lake Forest (all to be priced on rate of 13¢ per cwt. plus Emergency Charge regardless of minimum shipped)	Chicago, Ill.
Cheviot & Bridgetown, O.	Cincinnati, O.
10607 Euclid, North Randall and Bedford, O.	Cleveland, O.
Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan	Detroit, Mich.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Kings County, New York	Brooklyn, N. Y.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Okla.	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie), N. Y.	Poughkeepsie, N. Y.

(10) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

On odd sizes and on sales to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows: (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers				To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.				To Roofing Contractors			
Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
—	—	2.50	1.25	2.50	1.25	5.00	2.50	1.25	1.25	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

☛ Indicates change in this reissue.

10608 (4) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

—\$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Marion County, Indiana (Indianapolis); Sangamon County, Illinois (Springfield); Henrico County, Virginia (Richmond); Princess Anne County, Virginia; Hanover County, Virginia; Norfolk County, Virginia (Norfolk); Roanoke County, Virginia (Roanoke); Hartford County, Connecticut (Hartford); Hampden County, Massachusetts (Springfield); Providence County, Rhode Island (Providence); Mercer County, New Jersey (Trenton); Lancaster County, Pennsylvania (Lancaster); Cuyahoga County, Ohio (Cleveland) and towns of Willoughby and Wickliffe, Ohio; also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction. See paragraph (7) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey. (Price for Princess Anne and Hanover Counties, Virginia effective April 6, 1936)

—\$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Hennepin County, Minnesota (Minneapolis) and Ramsey County, Minnesota (St. Paul).

—\$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City).

—\$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in towns of Kansas City, Dodson and Edgecomb, Missouri; also into towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas; Lancaster County, Nebraska (Lincoln); Buchanan County, Missouri (St. Joseph); Sedgewick County, Kansas (Wichita).

—\$30.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Oklahoma County, Oklahoma (Oklahoma City) and Tulsa County, Oklahoma (Tulsa).

(5) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(6) In straight carloads of patented gypsum board and/or lath products, (except 5/16" thickness plasterboard—see par. 4), consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York, Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey; also in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Where any license or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

10609

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 18, 1936

Carload Shipments—Metallized Board License Bulletin No. 1 (Page 1)—Cancels Page 1 Dated February 24, 1936

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 20, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Square Feet F.O.B. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallboard Weight—950 # per M	3/8" Metallized Gypsum Wallboard Weight—1400 # per M	1/2" Metallized Gypsum Wallboard Weight—1900 # per M	3/8" Metallized Gypsum Plasterboard Weight—1400 # per M
Acme, Texas	\$27.50	\$33.50	\$36.00	(See Note 'a')
Fort Dodge, Iowa	27.50	33.50	36.00	
Grand Rapids, Mich.	27.50	33.50	36.00	
Gypsum, Ohio	27.50	33.50	36.00	
Oakfield, N. Y.	27.50	33.50	36.00	
Plasterco, Va.	27.50	33.50	36.00	
Southard, Okla.	27.50	33.50	36.00	
Sweetwater, Texas	27.50	33.50	36.00	

(a) 3/8" Metallized Plasterboard:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Gypsum, Ohio, Detroit, Mich., Grand Rapids, Mich., and Plasterco, Va. for shipments into area East of the Mississippi River, also city of Minneapolis, Minn. and towns below Minneapolis on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(Reference notes continued on following page)

10610 Emergency Freight Charges

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

Opposite old rate, using the table below, is the proper new pricing rate, including emergency freight charge, in cents per 100 pounds:

(Reference notes continued from preceding page)

(2) \$30.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Aeme, Tex. for shipments into states of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana west of the Mississippi River.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

10611 Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum

out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

(2) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into States of New Mexico and Texas, also into City of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(b) For shipment into states of Oklahoma, Arkansas (except City of Texarkana—see above), Louisiana (except counties as listed above), Mississippi, Alabama, Georgia, South Carolina and Florida, also into Hamilton County only in State of Tennessee minimum price of 3/8" patented metallized gypsum wallboard is \$32.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma, Fort Dodge, Iowa; Grand Rapids, Michigan; and Plasterco, Virginia.

(3) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Clairborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Okla.; and Fort Dodge, Iowa.

(c) For shipment into states of Oklahoma, Louisiana (except counties as listed above), Arizona, Kansas, and Nebraska, minimum price of 1/2" patented metallized gypsum wallboard is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

10612 (4) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

†—\$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Marion County, Indiana (Indianapolis); Sangamon County, Illinois (Springfield); Henrico County, Virginia (Richmond); Norfolk County, Virginia (Norfolk); Roanoke County, Virginia (Roanoke); Hartford County, Connecticut (Hartford); Hampden County, Massachusetts (Springfield); Providence County, Rhode Island (Providence); Mercer County, New Jersey (Trenton); Lancaster County, Pennsylvania (Lancaster); Cuyahoga County, Ohio (Cleveland) and towns of Willoughby and Wickliffe, Ohio; also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction. See paragraph (7) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

—\$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Hennepin County, Minnesota (Minneapolis) and Ramsey County, Minnesota (St. Paul).

—\$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City).

†—\$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in towns of Kansas City, Dodson and Edgecomb, Missouri; also into towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas; Lancaster County, Nebraska (Lincoln); Buchanan County, Missouri (St. Joseph); Sedgewick County, Kansas (Wichita).

†\$30.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Oklahoma County, Oklahoma (Oklahoma City) and Tulsa County, Oklahoma (Tulsa).

(5) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in

straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(6) In straight carloads of patented gypsum board and/or lath products, (except 5/16" thickness plasterboard—see par. 4), consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York, Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey; also in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

10613 (7) On pool cars or mixed cars into the Metropolitan New York-New Jersey Area and the Philadelphia Area as described in paragraph (6) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Straight or mixed cars board f.o.b. dealers siding in switching limits of Grand Rapids, Michigan, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(9) Delivered carload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Carload Minimum Prices in—*</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois; Deerfield, Highland Park & Lake Forest (all to be priced on rate of 13¢ per cwt. plus Emergency Charge regardless of minimum shipped)	Chicago, Ill.
Euclid, North Randall and Bedford, O.	Cincinnati, O.
Euclid, North Randall and Bedford, O.	Cleveland, O.
Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan	Detroit, Mich.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas	Kansas City, Mo.
Kings County, New York	Brooklyn, N. Y.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Gabe, Sheppard and Wilmont, Okla.	Oklahoma City, Okla.
Arlington Siding (Poughkeepsie); N. Y.	Poughkeepsie, N. Y.

10614 (10) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

On odd sizes and on sales to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers				To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfrs.				To Roofing Contractors			
Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
—	—	2.50	1.25	2.50	1.25	3.00	2.50	1.25	1.25	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

* Indicates change in this reissue.

5590

10615. Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect, delivered prices of patented metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

(2) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into States of New Mexico and Texas, also into City of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(b) For shipment into states of Oklahoma, Arkansas (except City of Texarkana—see above), Louisiana (except counties as listed above), Mississippi, Alabama,

Georgia, South Carolina and Florida, minimum price of 3/8" patented metallized gypsum wallboard is \$32.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma, Fort Dodge, Iowa; Grand Rapids, Michigan; and Plasterco, Virginia.

†(3) 1/2" Metallized Wallboard Exceptions:

†(a) For shipment into states of New Mexico, Texas and Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

†(c) For shipment into states of Oklahoma, Louisiana (except counties as listed above), Arizona, Kansas, and Nebraska, minimum price of 1/2" patented metallized gypsum wallboard is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

† Indicates change in this reissue.

5592

10616

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1936

"Metallized" Board License Bulletin No. 1—Carload Shipments—Cancels "Metallized Board License Bulletin No. 1 Dated December 31, 1934 and All Supplements Thereto

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective February 26, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claim in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Patented metallized gypsum wallboard and metallized gypsum plasterboard products shall be quoted and sold on a delivered basis, f.o.b. cars destination. Delivered price is lowest combination of mill price plus freight, including emergency freight charge (see page 2) from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as shown below:

Dealer Prices Per M Square Feet F.O.B. Cars: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight 1400 # per M
Acme, Texas	\$27.50	\$33.50	\$36.00	
Fort Dodge, Iowa	27.50	33.50	36.00	
Grand Rapids, Mich.	27.50	33.50	36.00	
Gypsum, Ohio	27.50	33.50	36.00	
Oakfield, N. Y.	27.50	33.50	36.00	
Plasterco, Va.	27.50	33.50	36.00	
Southard, Okla.	27.50	33.50	36.00	
Sweetwater, Texas	27.50	33.50	36.00	(See Note 'a')

(a) 3/8" Metallized Plasterboard:

†(1) \$22.00 per M sq. ft. f.o.b. *Oakfield, N. Y., Gypsum, Ohio, Detroit, Mich., Grand Rapids, Mich., and Plasterco, Va. for shipments into area East

(Reference notes continued on following page)

10617 **Emergency Freight Charges:**

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard are directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in following schedule:

Opposite old rate using the table below, is the proper new pricing rate including emergency freight charge, in cents per 100 pounds:

(Reference notes from preceding page)

of the Mississippi River, also city of Minneapolis, Minn., and towns below Minneapolis on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$30.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana west of the Mississippi River.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

10618 Stopover, Switching and Other Extra Delivery Charges:

All stopover charges, switching charges and other extra delivery charges, including full Emergency Increase applicable to such charges, will be paid by customers. Exception: Stopover charges need not be included on shipments into the states of Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas, Nebraska, Kentucky, Montana, Colorado and Wyoming.

The above prices apply to the sale of all metallized board embodying the claims of our patents in all markets except where an exception is made as hereinafter expressly stated:

(1) In the states of Illinois and Wisconsin, to all destinations where a 60,000 lb. minimum (from Fort Dodge or Grand Rapids, is in effect, delivered prices of patented

metallized board and/or lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60,000 lb. rate, regardless of minimum shipped. Rate applying to 80,000 lbs. minimum out of Fort Dodge or Grand Rapids into these states will be used in pricing patented metallized board and/or lath in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80,000 lb. rate when included in 80,000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

†(2) 3/8" Metallized Wallboard Exceptions:

(a) For shipment into States of New Mexico and Texas, also into City of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 3/8" patented metallized gypsum wallboard is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

†(b) For shipment into states of Oklahoma, Arkansas (except City of Texarkana—see above), Louisiana (except counties as listed above), Mississippi, Alabama, Georgia, South Carolina, and Florida, minimum price of 3/8" patented metallized gypsum wallboard is \$32.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; Fort Dodge, Iowa; Grand Rapids, Michigan; and Plasterco, Virginia.

(3) 1/2" Metallized Wallboard Exceptions:

(a) For shipment into states of New Mexico and Texas, also into city of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana, minimum price of 1/2" patented metallized gypsum wallboard is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; and Southard, Oklahoma.

(c) For shipment into states of Oklahoma, Arkansas (except city of Texarkana—see above), Louisiana (except counties as listed above), Arizona, Kansas and Nebraska, minimum price of 1/2" patented metallized gypsum wall-

board is \$34.50 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; Southard, Oklahoma; and Fort Dodge, Iowa.

10619 (4) 5/16" Metallized Plasterboard. The minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, for shipment into following markets only, is as follows:

—\$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Marion County, Indiana (Indianapolis); Sangamon County, Illinois (Springfield); Henrico County, Virginia (Richmond); Hartford County, Connecticut (Hartford); Hampden County, Massachusetts (Springfield); Providence County, Rhode Island (Providence); Mercer County, New Jersey (Trenton); Lancaster County, Pennsylvania (Lancaster); Cuyahoga County, Ohio (Cleveland) and towns of Willoughby and Wickliffe, Ohio; also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction. See paragraph (7) for minimum quantity required for shipment in pool cars or mixed cars into Mercer County, New Jersey.

—\$23.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Hennepin County, Minnesota (Minneapolis) and Ramsey County, Minnesota (St. Paul).

—\$25.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in Woodbury County, Iowa (Sioux City).

—\$26.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in towns of Kansas City, Dodson and Edgecomb, Missouri; also into towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

(5) 3/8" Metallized Plasterboard. The minimum price of 3/8" patented metallized gypsum plasterboard, in straight and pool carloads, or in mixed carloads with other gypsum products is \$22.00 per M sq. ft. f.o.b. cars delivered to dealers warehouse or siding in (Detroit Area) Wayne County, Michigan; towns of Birmingham, Clauson, Farm-

ington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan.

(6) In straight carloads of patented gypsum board and/or lath products, (except 5/16" thickness plasterboard—see par. 4.) consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York, Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey; also in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined areas have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

10620 (7) On pool cars or mixed cars into the Metropolitan New York-New Jersey Area and the Philadelphia Area as described in paragraph (6) above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(8) Straight or mixed cars board f.o.b. dealers siding in switching limits of Grand Rapids, Michigan, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

10621 (10) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

On odd sizes and on sales to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers				To Contractors (Incl. Metal Ceiling Contrs.) & To Prefabricated House Mfrs.				To Roofing Contractors			
Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
—	—	2.50	1.25	2.50	1.25	5.00	2.50	1.25	1.25	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY.

Vice President:

† Indicates change in this reissue.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 31, 1934.

"Metallized" Board License Bulletin No. 1—Carload Shipments—Cancels "Metallized" Board License Bulletin No. 1 Dated December 22, 1934.

FILE COPY

(See Reverse Side)

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Delivered price is lowest combination of mill price plus freight from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates and minimum weights as shown in published railroad freight tariffs apply.

Minimum Prices Per M Square Feet F.O.B. Cars: (See Note "b")	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1600 # per M	1/2" Metallized Gypsum Wallbd. Weight—2150 # per M	3/8" Metallized Gypsum Plasterbd. Weight 1600 # per M
Acme, Texas	\$29.50	\$33.50	\$36.00	
Fort Dodge, Iowa	29.50	33.50	36.00	
(#) Grand Rapids, Mich.	29.50	33.50	36.00	
Gypsum, Ohio	29.50	33.50	36.00	
(y) Oakfield, N. Y.	29.50	33.50	36.00	
Plasterco, Va.	29.50	33.50	36.00	
Southard, Okla.	29.50	33.50	36.00	
Sweetwater, Texas	29.50	33.50	36.00	

†(a) 3/8" Metallized Plasterboard—Weight 1600 # per M:

(1) \$22.00 per M sq. ft. f.o.b. Oakfield, N. Y., Gypsum Ohio, Grand Rapids, Mich. and Plasterco, Va. for shipments into area East of the Missis-

(Reference note continued on following page)

10623 The above prices apply to the sale of all metallized board and/or metallized lath embodying the claims of patents under which you are licensed in all markets except where an exception is made as hereinafter expressly stated.

(1) Allowances, etc.: The minimum price fixed by licensor for patented metallized board and/or metallized lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding, for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented metallized board and/or metallized lath, or stop-over charges. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers, or the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall

(Reference notes from preceding page)

sippi River, also city of Minneapolis, Minn. and towns below Minneapolis on the west bank of the Mississippi River down to the Arkansas-Tennessee line.

(2) \$30.00 per M sq. ft. f.o.b. Southard, Okla., Sweetwater, Texas and Acme, Texas for shipments into States of Oklahoma, Texas, Arkansas, Arizona, New Mexico and that portion of Louisiana west of the Mississippi River.

(3) \$25.00 per M sq. ft. f.o.b. Fort Dodge, Iowa for shipments into area west and north of areas as described in paragraphs (1) and (2) above.

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) In straight or mixed cars f.o.b. dealers siding in switching limits of Grand Rapids, Michigan, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(y) In straight carloads of patented gypsum board and/or lath products, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth-Hunterdon and Ocean Counties, New Jersey.

be the minimum price. Exception: Stopover charges need not be included in minimum price for shipments into Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas and Nebraska, also to following towns in Kentucky: Newport, Latonia, Ludlow, Erlanger, Covington, Bellevue, Brent and Dayton.

(2) Delivered carload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Carload Minimum Prices In—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage counties, Ill. Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park, and Lake Forest (all to be priced on rate of 13¢ per cwt. plus Emergency Charge regardless of minimum shipped.	
10624 Cheviot & Bridgetown, O.	Chicago, Ill.
Euclid, North Randall and Bedford, O.	Cincinnati, O.
Wayne county; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland county; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb county, Michigan.	Cleveland, O.
Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.	
Kings County, N. Y.	Detroit, Mich.
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard, and Lake Junction, Mo.	
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Kansas City, Mo.
South Windham, Maine	Brooklyn, N. Y.
Wilmont, Gabe and Sheppard, Okla.	
	St. Louis, Mo.
	Springfield, Mass.
	Portland, Maine
	Oklahoma City, Okla.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5602

10625 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

File Copy
(See Reverse Side)

12/22/34

"Metallized" Board License Bulletin No. 1—Carload Shipments—Cancels "Metallized" Board License Bulletin No. 1 Dated 10/30/34

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Delivered price is lowest combination of mill price plus freight from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates and minimum weights as shown in published railroad freight tariffs apply.

Minimum Prices per M Square Feet F.O.B. Cars: (See Note "a")	1/4" Metallized Gypsum Wallboard Weight 1050 # per M	3/8" Metallized Gypsum Wallboard Weight 1600 # Per M	1/2" Metallized Gypsum Wallboard Weight 2150 # Per M	3/8" Metallized Gypsum Wallboard Weight 1600 # Per M
Acme, Texas	\$29.50	\$33.50	\$36.00	\$30.00
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
(#) Grand Rapids, Mich.	29.50	33.50	36.00	25.00
Gypsum, Ohio	29.50	33.50	36.00	25.00
(y) Oakfield, N. Y.	29.50	33.50	36.00	22.00
Plasterco, Va.	29.50	33.50	36.00	25.00
Southard, Okla.	29.50	33.50	36.00	30.00
Sweetwater, Texas	29.50	33.50	36.00	30.00

(a): The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(Reference notes continued on following page)

The above prices apply to the sale of all metallized board and/or metallized lath embodying the claims of patents under which you are licensed in all markets except where an exception is made as hereinafter expressly stated.

10626 (1) Allowances, etc.: The minimum price fixed by licensor for patented metallized board and/or metallized lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding, for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented metallized board and/or metallized lath, or stop-over charges. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers, or the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price. Exception: Stopover charges need not be included in minimum price for shipments into Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas and Nebraska, also to following towns in Kentucky: Newport, Latonia, Ludlow, Erlanger, Covington, Bellevue, Brent and Dayton.

(Reference notes continued from preceding page)

(#) In straight or mixed cars f.o.b. dealers siding in switching limits of Grand Rapids, Michigan; add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

(y) In straight carloads of patented gypsum board and/or lath products, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk Counties, New York; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth and Ocean Counties, New Jersey.

(2) Delivered carload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga.	Atlanta, Ga.
Elkridge, and Glen Burnie, Maryland	Baltimore, Md.
Bristol, Tenn.	Bristol, Va.
Cook and DuPage counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park, and Lake Forest.	Chicago, Ill.
Cheviot & Bridgetown, O.	Cincinnati, O.
Euclid, North Randall and Bedford, O.	Cleveland, O.
Wayne county; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb county, Michigan.	Detroit, Mich.
Dodson and Edgecumb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.	Kansas City, Mo.
Kings County, N. Y.	Brooklyn, N. Y.
10627, Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard, and Lake Junction, Mo.	St. Louis, Mo.
Armory, Indian Orchard, Oak Street and Chicopee, Mass.	Springfield, Mass.
South Windham, Maine	Portland, Maine
Wilmington, Gabe and Sheppard, Okla.	Oklahoma City, Okla.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10628

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 30, 1934.

"Metallized" Board License Bulletin No. 1—Carload Shipments

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Delivered price is lowest combination of mill price plus freight from that mill to destination. In stop-over cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates and minimum weights as shown in published railroad freight tariffs apply.

Minimum Prices Per M Square Feet F.O.B. Cars (See Note "a"):

	3/8" Metallized Gypsum Wallboard. Weight 1600# per M	3/8" Metallized Gypsum Plasterboard. Weight 1600# per M
Fort Dodge, Iowa	\$33.50	—
#Grand Rapids, Mich.	33.50	—
Gypsum, Ohio	33.50	—
Oakfield, N. Y.	33.50	20.00
Plasterco, Va.	33.50	—
Southard, Okla.	33.50	—
Sweetwater, Texas	33.50	—

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(#) In straight or mixed cars f.o.b. dealers siding in switching limits of Grand Rapids, Michigan, add \$1.00 per M sq. ft. to prices applying f.o.b. cars, Grand Rapids Mill.

The above prices apply to the sale of all metallized board and/or metallized lath embodying the claims of patents under which you are licensed in all markets except where an exception is made as hereinafter expressly stated.

10629 (1) Allowances, etc.: The minimum price fixed by licensor for patented metallized board and/or metallized lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding, for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented metallized board and/or metallized lath, or stop-over charges. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers, or the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price. Exception: Stopover charges need not be included in minimum price for shipments into Michigan, Wisconsin, Illinois, Indiana, Ohio, Kansas, Missouri, Arkansas, Oklahoma, Iowa, Minnesota, North Dakota, South Dakota, Texas and Nebraska, also to following towns in Kentucky: Newport, Latonia, Ludlow, Erlanger, Covington, Bellevue, Brent and Dayton.

(2) Delivered carload minimum prices in certain suburbs same as in city proper, as indicated below:

<i>Delivered Carload Minimum Prices in—</i>	<i>Same as—</i>
College Park, Ga. Elkridge and Glen Burnie, Maryland Bristol, Tenn. Cook and DuPage Counties, Ill., Lake County, Indiana; also following towns in Lake County, Illinois: Deerfield, Highland Park and Lake Forest Cheviot & Bridgetown, O. Euclid, North Randall and Bedford, O. Wayne County; and towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak, in Oakland County; and Warren, Halfway, Fraser, Roseville, and Centerline in Macomb County, Michigan Dodson and Edgecomb, Mo.; Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas Kings County, N. Y.	Atlanta, Ga. Baltimore, Md. Bristol, Va. Chicago, Ill. Cincinnati, O. Cleveland, O. Detroit, Mich. Kansas City, Mo. Brooklyn, N. Y.

10630 Delivered Carload Minimum Prices in—	Same as—
Ferguson, Kinlock, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction, Mo. Armory, Indian Orchard, Oak Street and Chicopee, Mass. South Windham, Maine Wilmonit, Gabe and Sheppard, Okla.	St. Louis, Mo. Springfield, Mass. Portland, Maine Oklahoma City, Okla.

10630

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10631

Government's Exhibit No. 250

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939.

Prices F.O.B. Trucks at Mills & Warehouses—Metallized
Board License Bulletin No. 2 (Page 1)—Cancels Page 1
Dated May 6, 1938.

DEAR SIR: Referring to our license contract with you,
you are hereby notified that effective February 7, 1939,
the minimum prices at which you may sell metallized gyp-
sum wallboard and metallized gypsum plasterboard manu-
factured by you and embodying the inventions and
improvements set forth and claimed in our patents under
which you are licensed, are as follows:

Minimum prices per M sq. ft. at which you may sell
patented metallized gypsum board products f.o.b. trucks
at mills and warehouses (Truckloads containing 7500 sq.
ft. or more) are as follows:

MILLS AND
WAREHOUSES

	1/4" Metallized Gypsum Wall- bd. Weight—1050 # per M	3/8" Metallized Gypsum Wall- bd. Weight—1475 # per M	1/2" Metallized Gypsum Wall- bd. Weight—2000 # per M	1/4" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M	1/2" Metallized Gypsum Plaster Lath. Weight— 2000 # per M
Texas Mills	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
Boston, Mass.	27.80	33.10	34.50	30.50	23.10	25.50
Cleveland, Ohio	—	—	—	—	25.00	—
Fort Dodge, Iowa Mills	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00	25.00
Port Clinton-Gypsum, Ohio Mills	28.00	33.00	34.00	30.00	23.00	25.00
Heath, Montana	32.78	40.11	44.00	40.00	30.11	35.00
Metro N. Y.-N. J. Whses.	27.80	33.10	34.50	30.50	23.10	25.50
National City, Mich.	28.00	33.00	34.00	30.00	23.00	25.00
Western N. Y. Mills & Whses.	27.75	33.05	34.40	30.40	23.05	25.40
Philadelphia, Pa. Area	27.80	33.10	34.50	30.50	23.10	25.50
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00	25.00
Portsmouth, N. H.	28.05	33.50	35.00	31.00	23.50	26.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00	25.00

10632 The above minimum prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. to minimum prices when both surfaces metallized.

On sales to contractors, roofing contractors, metal ceiling contractors, prefabricated house manufacturers and consumers, and sales of odd or non-standard sizes, the minimum price at which you may sell for delivery f.o.b. trucks at mills and warehouses shall be the minimum prices established above plus the same amounts shown in Bulletin #1 for such sales for delivery by rail.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10633

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 27, 1938.

"Metallized" Board License Bulletin No. 2 Prices F.O.B. Trucks at Mills & Warehouses—Cancels. "Metallized" Board License Bulletin No. 2 (Page 1) Dated May 6, 1938.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective June 1, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq. Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wall-board. Weight—1050 # per M	3/8" Metallized Gypsum Wall-board. Weight 1475 # per M	1/2" Metallized Gypsum Wall-board. Weight 2000 # per M	3/4" Metallized Gypsum Sheathing. Weight 2000 # per M	5/8" Metallized Gypsum Plaster Lath. Weight 1475 # per M	3/4" Metallized Gypsum Plaster Lath. Weight 2000 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00
*Boston, Mass.	27.80	33.10	34.50	30.50	23.10	25.50
Cleveland, O.	—	—	—	—	25.00	—
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00	25.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00	25.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00	25.00
Heath, Montana	32.78	40.11	44.00	40.00	30.11	35.00
*Metro N. Y. N. J. Whse. ...	27.80	33.10	34.50	30.50	23.10	25.50
Miami, Fla.	—	—	—	—	32.00	—
National City, Mich.	28.00	33.00	34.00	30.00	23.00	25.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05	25.40
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10	25.50
Plasterco, Pa.	28.00	33.00	34.00	30.00	23.00	25.00
*Portsmouth, N. H.	28.05†	33.50†	35.00†	31.00†	23.50†	26.00†
Southard, Okla.	28.00	33.00	34.00	30.00	23.00	25.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00	25.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any

† Indicates change in this reissue, to become effective June 1, 1938.

5610

10634

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 6, 1938.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated April 1, 1938.

(Confirms and supersedes telegram dated May 5, 1938).

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq. Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).

	1/4" Metallized Gypsum Wallboard. Weight—1050 # per M	3/8" Metallized Gypsum Wallboard. Weight 1475 # per M	1/2" Metallized Gypsum Wallboard. Weight 2000 # per M	1/2" Metallized Gypsum Sheathing. Weight 2000 # per M	3/4" Metallized Gypsum Plaster Lath. Weight 1475 # per M	1/2" Metallized Gypsum Plaster Lath. Weight 2000 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00	\$25.00†
*Boston, Mass.	27.80	33.10	34.50	30.50	23.10	25.50†
Cleveland	—	—	—	—	25.00	—
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00	25.00†
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00	25.00†
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00	25.00†
Heath, Montana	32.78	40.11	44.00	40.00	30.11	35.00†
*Metro N. Y. N. J. Whse.	27.80	33.10	34.50	30.50	23.10	25.50†
Miami, Fla.	—	—	—	—	32.00	—
National City, Mich.	28.00	33.00	34.00	30.00	23.00	25.00†
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05	25.40†
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10	25.50†
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00	25.00†
*Portsmouth, N. H.	28.47	34.07	35.80	31.80	24.07	26.80†
Southard, Okla.	28.00	33.00	34.00	30.00	23.00	25.00†
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00	25.00†

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 square feet patented gypsum board products. Note: Any.

† Indicates change in this reissue.

10635

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 1, 1938.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated March 15, 1938.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective April 5, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq. Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston, Mass.	27.80	33.10	34.50	30.50	23.10
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
†Heath, Montana	32.78†	40.11†	44.00†	40.00†	30.11†
*Metro. N. Y.—N. J. Whses.	27.80	33.10	34.50	30.50	23.10
†Miami, Fla.	—	—	—	—	32.00†
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00
*Portsmouth, N. H.	28.47	34.07	35.80	31.80	24.07
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

10636 The above prices apply to the sale of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only);

To Contractor
(Incl. Metal Ceiling Contra.)
and to Prefabricated House Mfra.

Std. Sizes	
Wall Bd. & Sheathing	Lath
2.50	1.25

To Roofing Contractors
Std. Sizes

Std. Sizes	
Wall Bd. & Sheathing	Lath
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. & Sheathing	Lath
2.50	1.25

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfra.

Odd Sizes	
Wall Bd. & Sheathing	Lath
5.00	2.50

To Roofing
Contractors
Odd Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10637

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 15, 1938.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated March 10, 1938.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 21, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston, Mass.	27.80	33.10	34.50	30.50	23.10
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.50	39.70	43.40	39.40	29.70
*Metro N. Y.—N. J. Whse. .	27.80	33.10	34.50	30.50	23.10
Miami, Fla.	—	—	—	—	31.41
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00
† Portsmouth, N. H.	28.47†	34.07†	35.80†	31.80†	24.07†
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

10638 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only);

To Contractor (Incl. Metal Ceiling Contrs.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contractors) & Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10639

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 10, 1938.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated January 4, 1938.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 21, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.80	33.10	34.50	30.50	23.10
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.50	39.70	43.40	39.40	29.70
*Metro N. Y.-N. J. Whsea.	27.80	33.10	34.50	30.50	23.10
Miami, Fla.	—	—	—	—	31.41
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

5616

10640 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractor
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfra.

Std. Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Roofing Contractors

Std. Sizes

Wall Bd. &
Sheathing

1.25

Lath

1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfra.

Odd Sizes

Wall Bd. &
Sheathing

5.00

Lath

2.50

To Roofing
Contractors

Odd Sizes

Wall Bd. &
Sheathing

1.25

Lath

1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10641

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 4, 1938.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 (Page 1) Dated
December 31, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective January 15, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M. Sq. Ft. f.o.b. Trucks at Mills or Warehouses. (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 #
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.80	33.10	34.50	30.50	23.00
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.50	39.70	43.40	39.40	29.00
*Metro N. Y. N. J. Whea.	27.80	33.10	34.50	30.50	23.00
Miami, Fla.	—	—	—	—	30.00
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.00
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.00
Plasterco, Va.	28.00	33.00	34.00	30.00	23.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

† Indicates change in this reissue, to become effective January 15, 1938.

5618

10642

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 31, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated December 17, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective January 10, 1938 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.80	33.10	34.50	30.50	23.10
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.50	39.70	43.40	39.40	29.70
*Metro-N. Y.-N. J. Whse.	27.80	33.10	34.50	30.50	23.10
Miami, Fla.	—	—	—	—	30.91
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum-board products) may be combined to make up the 7500 ft. minimum.

10643

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 17, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 (Page 1). Dated
October 21, 1937.

DEAR SIR: Referring to our license contract with you,
you are hereby notified that effective December 20, 1937
the minimum prices at which you may sell metallized gyp-
sum wallboard and metallized gypsum plasterboard manu-
factured by you and embodying the inventions and
improvements set forth and claimed in patents under
which you are licensed, including Roos patent number
1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.80	33.10	34.50	30.50	23.10
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
†Heath, Montana	32.50†	39.70†	43.40†	39.40†	29.70†
*Metro N. Y.-N. J. Whse.	27.80	33.10	34.50	30.50	23.10
Miami, Fla.	—	—	—	—	30.41†
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.75	33.05	34.40	30.40	23.05
*Philadelphia, Pa.	27.80	33.10	34.50	30.50	23.10
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note:
Any mixture of metallized and regular patented board products (including
special surfaced gypsum board products) may be combined to make up the
7500 ft. minimum.

10644 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractor
(Incl. Metal Ceiling Contra.)
and to Prefabricated House Mfra.

Std. Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Roofing Contractors

Std. Sizes

Wall Bd. &
Sheathing

1.25

Lath

1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Contractors
(Incl. Metal Ceiling Contra.)
& To Prefabricated House Mfra.

Odd Sizes

Wall Bd. &
Sheathing

5.00

Lath

2.50

To Roofing
Contractors

Odd Sizes

Wall Bd. &
Sheathing

1.25

Lath

1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10645

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 21, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 (Page 1) Dated
October 5, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M †	3/8" Metallized Gypsum Wallbd. Weight—1475 # per M †	1/2" Metallized Gypsum Wallbd. Weight—2000 # per M †	1/2" Metallized Gypsum Sheathing. Weight—2000 # per M †	3/8" Metallized Gypsum Plaster Lath. Weight— 1475 # per M †
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.80†	33.10†	34.50†	30.50†	23.10†
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	28.00	33.00	34.00	30.00	23.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
†Heath, Montana	32.25†	39.40†	43.00†	39.00†	29.40†
*Metro N. Y.—N. J. Whse. ...	27.80†	33.10†	34.50†	30.50†	23.10†
†Miami, Fla.	—	—	—	—	30.11†
National City, Mich.	28.00	33.00	34.00	30.00	23.00
†Oakfield, N. Y.	27.75†	33.05†	34.40†	30.40†	23.05†
†Philadelphia, Pa.	27.80†	33.10†	34.50†	30.50†	23.10†
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

5622

10646 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractor (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath	Wall Bd. & Sheathing	Lath
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10647

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 5, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated July 13, 1937.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.70	33.00	34.45	30.45	23.00
Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	28.00†	33.00†	34.00†	30.00†	23.00†
Grand Rapids, Mich.	28.00	35.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	31.75	39.00	42.50	38.50	29.00
*Metro N. Y.—N. J. Whse.	27.70	33.00	34.45	30.45	23.00
Miami, Fla.	—	—	—	—	29.70
National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.70	33.00	34.35	30.35	23.00
*Philadelphia, Pa.	27.70	33.00	34.45	30.45	23.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized.

Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

10648 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contrs.)
and to Prefabricated House Mfrs.

Std. Sizes

Wall Bd. &
Sheathing
2.50

Lath
1.25

To Roofing Contractors

Std. Sizes

Wall Bd. &
Sheathing
1.25

Lath
1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. &
Sheathing
2.50

Lath
1.25

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfrs.
Odd Sizes

Wall Bd. &
Sheathing
5.00

Lath
2.50

To Roofing
Contractors
Odd Sizes

Wall Bd. &
Sheathing
1.25

Lath
1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10649

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 13, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated June 12, 1937.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 16, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq. Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1600 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
Boston & Portsmouth	27.70	33.00	34.45	30.45	23.00
Cleveland	—	—	—	—	25.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	31.75	39.00	42.50	38.50	29.00
Metro N. Y.-N. J. Whsea	27.70	33.00	34.45	30.45	23.00
Miami, Fla.	—	—	—	—	29.70
National City, Mich.	28.00	33.00	34.00	30.00	23.00
Oakfield, N. Y.	27.70	33.00	34.35	30.35	23.00
Philadelphia, Pa.	27.70	33.00	34.45	30.45	23.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

10650 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contrs.)
and to Prefabricated House Mfrs.

Std. Sizes	
Wall Bd. & Sheathing	Lath
2.50	1.25

To Roofing Contractors

Std. Sizes	
Wall Bd. & Sheathing	Lath
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. & Sheathing	Lath
2.50	1.25

To Contractors
(Incl. Metal Ceiling Contrs.)
& to Prefabricated House Mfrs.

Odd Sizes	
Wall Bd. & Sheathing	Lath
5.00	2.50

To Roofing Contractors
Odd Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10651

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 12, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated February 24, 1937.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective June 17, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum, Sheathing, Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath, Weight— 1400 # per M
Ace, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	27.70	33.00	34.45	30.45	23.00
Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	27.00	32.00	33.00	29.00	22.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
†Heath, Montana	32.00	39.50	43.00	39.00	29.50
*Metro N. Y.—N. J. Whses.	27.70	33.00	34.45	30.45	23.00
Miami, Fla.	—	—	—	—	29.70
†National City, Mich.	28.00	33.00	34.00	30.00	23.00
*Oakfield, N. Y.	27.70	33.00	34.35	30.35	23.00
*Philadelphia, Pa.	27.70	33.00	34.45	30.45	23.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 7500 ft. minimum.

10652 The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contra.)
and to Prefabricated House Mfrs.

Std. Sizes	
Wall Bd. & Sheathing	Lath
2.50	1.25

To Roofing Contractors
Std. Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. & Sheathing	Lath
2.50	1.25

To Contractors
(Incl. Metal Ceiling Contra.)
& to Prefabricated House Mfrs.
Odd Sizes

Wall Bd. & Sheathing	Lath
5.00	2.50

To Roofing Contractors
Odd Sizes

Wall Bd. & Sheathing	Lath
1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10653

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 (Page 1) Dated
December 29, 1936.

DEAR SIRs: Referring to our license contract with you,
you are hereby notified that effective March 1, 1937 the
minimum prices at which you may sell metallized gypsum
wallboard and metallized gypsum plasterboard manufac-
tured by you and embodying the inventions and improve-
ments set forth and claimed in patents under which you
are licensed, including Roos patent number 1,914,345, are
as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas.....	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
† Boston & Portsmouth	27.70	33.00	34.45	30.45	23.00
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	25.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.00	39.50	43.00	39.00	32.50
† Metro N. Y.—N. J. Whses	27.70	33.00	34.45	30.45	23.00
Miami, Fla.	—	—	—	—	29.70
† Miami, Fla.	27.70	33.00	34.35	30.35	23.00
† Oakfield, N. Y.	27.70	33.00	34.45	30.45	23.00
† Philadelphia, Pa.	27.70	33.00	34.45	30.45	23.00
Plasterco, Va.	27.60	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

† (*) Minimum pickup 7500 sq. ft. patented gypsum board products. Note:
Any mixture of metallized and regular patented board products (including
special surfaced gypsum board products) may be combined to make up the
7500 ft. minimum.

The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

10654 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contra.)
and to Prefabricated House Mfra.

Std. Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Roofing Contractors

Std. Sizes

Wall Bd. &
Sheathing

1.25

Lath

1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

Wall Bd. &
Sheathing

2.50

Lath

1.25

To Contractors
(Incl. Metal Ceiling Contra.)
Odd Sizes

Wallbd. &
Sheathing

3.00

Lath

2.50

To Roofing
Contractors
Odd Sizes

Wallbd. &
Sheathing

1.25

Lath

1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10655

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 29, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 (Page 1) Dated September 14, 1936 and all Supplements Thereto.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective January 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq. Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
Boston & Portsmouth	28.00	33.00	34.00	30.00	23.00
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.00	32.00	33.00	29.00	25.00
Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
Heath, Montana	32.00	39.50	43.00	39.00	32.50
Metro N. Y.—N. J. Whse.	28.00	33.00	34.00	30.00	23.00
Miami, Fla.	—	—	—	—	29.70
Oakfield, N. Y.	28.00	33.00	34.00	30.00	23.00
Philadelphia, Pa.	28.00	33.00	34.00	30.00	23.00
Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
Southard, Okla.	28.00	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

10656 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contrs.) and to Prefabricated House Mfra.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

19657 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfra.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contra.) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

5634

10658

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 14, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated August 13, 1936.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective September 15, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M †	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M †	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M †	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M †	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M †
†Acme, Texas	\$28.00	\$33.00	\$34.00	\$30.00	\$23.00
†Boston & Portsmouth	28.00	33.00	34.00	30.00	23.00
†Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	27.00	32.00	33.00	29.00	25.00
†Grand Rapids, Mich.	28.00	33.00	34.00	30.00	23.00
†Gypsum, Ohio	28.00	33.00	34.00	30.00	23.00
†Metro. N. Y.—N. J. Whse.	28.00	33.00	34.00	30.00	23.00
†Miami, Fla.	—	—	—	—	30.12
†Oakfield, N. Y.	28.00	33.00	34.00	30.00	23.00
†Philadelphia, Pa.	28.00	33.00	34.00	30.00	23.00
†Plasterco, Va.	27.00	32.00	33.00	29.00	22.00
†Southard, Okla.	28.00	33.00	34.00	30.00	23.00
†Sweetwater, Texas	28.00	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

The above prices apply to all pickups of all board embodying the claims of our patents in all markets except where an exception is made as follows:

10659 (1) 3/8" Metallized Plasterboard—Minimum price when picked up for destinations in Niagara, Erie (including town of Gowanda, N. Y.) Monroe and Wayne Counties, New York is \$22.50 per M sq. ft. F.O.B. Trucks at Oakfield, N. Y.

(2) Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contrs.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contractors) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

5636

10660

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 13, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated July 23, 1936.

DEAR SIRS: Referring our license contract with you, you are hereby notified that effective August 17, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$28.50	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	28.50	34.50	37.00	30.00	23.00
Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	27.50	32.00	33.00	29.00	25.00
Grand Rapids, Mich.	28.50	34.50	37.00	30.00	23.00
Gypsum, Ohio	28.50	34.50	37.00	30.00	23.00
*Metro N. Y.—N. J. Whseas.	28.50	34.50	37.00	30.00	23.00
Miami, Fla.	—	—	—	—	30.12
*Oakfield, N. Y.	28.50	34.50	37.00	30.00	23.00
*Philadelphia, Pa.	28.50	34.50	37.00	30.00	23.00
†Plasterco, Va.	28.00	32.00	33.00	30.00	23.00
Southard, Okla.	28.50	33.00	34.00	30.00	23.00
Sweetwater, Texas	28.50	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10661 * Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contrs.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

* Indicates change in this reissue.

5638

10662

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 23, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills & Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated July 13, 1936.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective July 28, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
†Acme, Texas	\$28.50	\$33.00	\$34.00	\$30.00	\$23.00
*Boston & Portsmouth	28.50	34.50	37.00	30.00	23.00
Cleveland, O.	—	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.00	35.00	29.00	25.00
†Grand Rapids, Mich.	28.50	34.50	37.00	30.00	23.00
†Gypsum, Ohio	28.50	34.50	37.00	30.00	23.00
*Metso N. Y.—N. J. Wheas.	28.50	34.50	37.00	30.00	23.00
Miami, Fla.	—	—	—	—	30.12
†Oakfield, N. Y.	28.50	34.50	37.00	30.00	23.00
*Philadelphia, Pa.	28.50	34.50	37.00	30.00	23.00
†Plasterco, Va.	28.00	34.00	36.00	30.00	23.00
†Southard, Okla.	28.50	33.00	34.00	30.00	23.00
†Sweetwater, Texas	28.50	33.00	34.00	30.00	23.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10663 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfra.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contractors) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

5640

10664

UNITED STATES GYPSUM COMPANY
300 West Adams Street.
CHICAGO

JULY 13, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated July 10, 1936.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plasterboard Weight— 1400 # per M
Acme, Texas	\$29.50	\$34.00	\$35.00	\$35.00	\$24.00
*Boston & Portsmouth	28.50	34.50	37.00	30.00	23.00
Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	27.50	33.00	35.00	29.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	31.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	31.00	24.00
*Metro N. Y.—N. J. Whse.	28.50	34.50	37.00	30.00	23.00
Miami, Fla.	—	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	31.00	24.00
*Philadelphia, Pa.	26.50	34.50	37.00	30.00	23.00
Plasterco, Va.	28.00	34.00	37.00	30.00	23.00
Southard, Okla.	29.50	34.00	35.00	35.00	24.00
Sweetwater, Texas	29.50	34.00	35.00	35.00	24.00

(a) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10665 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfra.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contractors) & to Prefabricated House Mfra.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this revision.

5642

10666

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 10, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills & Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated June 23, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 13, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufacturers by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roose patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Acme, Texas	\$29.50	\$34.00	\$35.00	\$35.00	\$24.00
*Boston & Portsmouth	28.50	34.50	37.00	30.00	23.00
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	29.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	31.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	31.00	24.00
*Metro N. Y.—N. J. Whse.	28.50	34.50	37.00	30.00	23.00
Miami, Fla.	—	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	31.00	24.00
*Philadelphia, Pa.	28.50	34.50	37.00	30.00	23.00
Placero, Va.	28.00	34.00	37.00	30.00	23.00
Southard, Okla.	29.50	34.00	35.00	35.00	24.00
Sweetwater, Texas	29.50	34.00	35.00	35.00	24.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10667 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors
(Incl. Metal Ceiling Contrs.)
and to Prefabricated House Mfrs.

Std. Sizes	
W. Bd.	Pl. Bd.
2.50	1.25

To Roofing Contractors
Std. Sizes

W. Bd.	Pl. Bd.
1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers
Odd Sizes

W. Bd.	Pl. Bd.
2.50	1.25

To Contractors
(Incl. Metal Ceiling Contractors)
& To Prefabricated House Mfrs.
Odd Sizes

W. Bd.	Pl. Bd.
5.00	2.50

To Roofing
Contractors
Odd Sizes

W. Bd.	Pl. Bd.
1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 23, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated May 26, 1936.

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective June 25, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster. Lath. Weight— 1400 # per M
†Acme, Texas	\$29.50	\$34.00	\$35.00	\$35.00	\$24.00
†Boston & Portsmouth Cleveland, Ohio	29.50	35.50	38.00	31.00	24.00
†Fort Dodge, Iowa	27.50	33.50	36.00	29.00	25.00
†Grand Rapids, Mich.	29.50	35.50	38.00	31.00	24.00
†Gypsum, Ohio	29.50	35.50	38.00	31.00	24.00
†Metro N. Y.—N. J. Whse.	29.50	35.50	38.00	31.00	24.00
Miami, Fla.	—	—	—	—	30.12
†Oakfield, N. Y.	29.50	35.50	38.00	31.00	24.00
†Philadelphia, Pa.	29.50	35.50	38.00	31.00	24.00
†Plasterco, Va.	28.50	34.50	37.00	30.00	23.00
†Southard, Okla.	29.50	34.00	35.00	35.00	24.00
†Sweetwater, Texas	29.50	34.00	35.00	35.00	24.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10668 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Incl. Metal Ceiling Contractors) & To Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	3.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

Indicates change in this reissue.

5646

10669

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 26, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated March 18, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective May 23, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
†Acme, Texas	\$28.00	\$32.00	\$33.00	\$33.00	\$24.00
†Boston & Portsmouth	29.50	35.50	38.00	33.00	24.00
†Cleveland, Ohio	—	—	—	—	25.00
†Fort Dodge, Iowa	27.50	33.50	36.00	31.00	25.00
†Grand Rapids, Mich.	29.50	35.50	38.00	33.00	24.00
†Gypsum, Ohio	29.50	35.50	38.00	33.00	24.00
†Metro N. Y.—N. J. Whses.	29.50	35.50	38.00	31.00	24.00
†Miami, Fla.	—	—	—	—	30.12
†Oakfield, N. Y.	29.50	35.50	38.00	33.00	24.00
†Philadelphia, Pa.	29.50	35.50	38.00	33.00	24.00
†Plasterco, Va.	28.50	34.50	37.00	32.00	23.00
†Southard, Okla.	28.00	32.00	33.00	33.00	24.00
†Sweetwater, Texas	28.00	32.00	33.00	33.00	24.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10670 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

(a) On sales of standard sizes to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Contractors (Incl. Metal Ceiling Contra.) and to Prefabricated House Mfrs.		To Roofing Contractors	
Std. Sizes		Std. Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	1.25	1.25

(b) On sales of odd sizes to dealers, contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers		To Contractors (Inc. Metal Ceiling Contractors) & to Prefabricated House Mfrs.		To Roofing Contractors	
Odd Sizes		Odd Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
2.50	1.25	5.00	2.50	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 18, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated February 24, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Sq Ft. f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Sheathing. Weight—1900 # per M	3/8" Metallized Gypsum Plaster Lath. Weight— 1400 # per M
Amaro, Texas	\$29.50	\$32.00	\$33.00	\$32.00
*Boston & Portsmouth	32.07	39.28	43.13	27.78
Cleveland, Ohio	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whses.	29.50	36.44	39.99	24.94
Miami, Fla.	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	24.00
*Philadelphia	29.50	36.44	39.99	24.94
Plasterco, Va.	28.50	34.50	37.00	23.00
Southard, Okla.	29.50	34.50	36.50	32.00
Sweetwater, Texas	29.50	32.00	33.00	32.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

†(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products.

Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the 5000 ft. minimum.

10672 Sales to contractors and prefabricated house manufacturers, also extras on odd sizes:

On odd sizes and on sales to contractors, roofing contractors, metal ceiling contractors and prefabricated house manufacturers, add differentials per M sq. ft. as follows. (Note: Sales to roofing contractors are for specific roof jobs only):

To Dealers				To Contractors (Incl. Metal Ceiling Contrs.) & to Prefabricated House Mfrs.				To Roofing Contractors			
Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes		Std. Sizes		Odd Sizes	
W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.	W. Bd.	Pl. Bd.
—	—	2.50	1.25	2.50	1.25	5.00	2.50	1.25	1.25	1.25	1.25

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

5650

10673

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1936

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills and Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated February 6, 1936

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective February 26, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Square Feet f.o.b. Trucks at Mills or Warehouses: (Applying for standard sizes as listed in Bulletin No. 4). See Note (a).	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
Acme, Texas	\$29.50	\$32.00	\$33.00	\$32.00
*Boston & Portsmouth	32.07	39.28	43.13	27.78
Cleveland, Ohio	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whaes. ...	29.50	36.44	39.99	24.94
Miami, Fla.	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	24.00
*Philadelphia	29.50	36.44	39.99	24.94
Plasterco, Va.	28.50	34.50	37.00	23.00
Southard, Okla.	29.50	34.50	36.50	32.00
Sweetwater, Texas	29.50	32.00	33.00	32.00

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

10674 Refer to Metallized Board License Bulletin No. 1 for differentials applicable on odd sizes and on sales to contractors, roofing contractors, metal ceiling contractors and Prefabricated House Manufacturers. (Note: Sales to roofing contractors are for specific roof jobs only.)

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10675

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1936.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated January 10, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective February 7, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Square Feet
F.O.B. Trucks at Mills or Ware-
houses: (Applying for standard sizes
as listed in Bulletin No. 4)

	1/4" Metallized Gypsum Wall- board. Weight 950 # per M	3/8" Metallized Gypsum Wall- board. Weight 1400 # per M	1/2" Metallized Gypsum Wall- board. Weight 1900 # per M	1/4" Metallized Gypsum Plas- terboard. Weight 950 # per M†	3/8" Metallized Gypsum Plas- terboard. Weight 1400 # per M
Acme, Texas	\$29.50	\$32.00	\$33.00	\$32.00	\$32.00
*Boston & Portsmouth	32.07	39.28	43.13	26.57	27.78
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	24.00	24.00
*Metro. N. Y.-N. J. Whses.	29.50	36.44	39.99	24.00	24.94
Miami, Fla.	—	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	24.00	24.00
*Philadelphia	29.50	36.44	39.99	24.00	24.94
Plasterco, Va.	28.50	34.50	37.00	23.00	23.00
Southard, Okla.	29.50	35.50	36.50	32.00	32.00
Sweetwater, Texas	29.50	32.00	33.00	32.00	32.00

(b) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath prod-
ucts. Note: Any mixture of metallized and regular patented board products
may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this reissue.

10676

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 10, 1936

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated November 6, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Square Feet F.O.B. Trucks at Mills or Ware- houses: (Applying for standard sizes as listed in Bulletin No. 4)	1/4" Metallized Gypsum Wall- board. Weight 950 # per M	3/8" Metallized Gypsum Wall- board. Weight 1400 # per M	1/2" Metallized Gypsum Wall- board. Weight 1900 # per M	3/4" Metallized Gypsum Plas- terboard. Weight 950 # per M†	5/8" Metallized Gypsum Plas- terboard. Weight 1400 # per M
Acme, Texas	\$29.50	\$32.00	\$33.00	\$32.00	\$32.00
*Boston & Portsmouth	32.07	39.28	43.13	26.57	27.78
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	24.00	24.00
*Metro. N. Y.-N. J. Whse.	29.50	36.44	39.99	24.00	24.94
†Miami, Fla.	—	—	—	—	30.12
*Oakfield, N. Y.	29.50	35.50	38.00	24.00	24.00
*Philadelphia, Pa.	31.50	38.44	41.99	26.00	26.94
Plasterco, Va.	28.50	34.50	37.00	23.00	23.00
Southard, Okla.	29.50	35.50	36.50	32.00	32.00
Sweetwater, Texas	29.50	32.00	33.00	32.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this issue.

5654

10677

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 6, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated August 27, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective November 8, 1935, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Dealer Prices Per M Square Feet
F.O.B. Trucks at Mills or Warehouses:
(Applying for standard sizes
as listed in Bulletin No. 4)

	1/4" Metallized Gypsum Wallboard, Weight 950 # per M	3/8" Metallized Gypsum Wallboard, Weight 1400 # per M	1/2" Metallized Gypsum Wallboard, Weight 1900 # per M	1/4" Metallized Gypsum Plasterboard, Weight 950 # per M	3/8" Metallized Gypsum Plasterboard, Weight 1400 # per M
†Acme, Texas	\$29.50	\$32.00	\$33.00	\$32.00	\$32.00
*Boston & Portsmouth	32.07	39.28	43.13	26.57	27.78
Cleveland, Ohio	—	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00	24.00
Gypsum, Ohio	29.50	35.50	38.00	24.00	24.00
*Metro. N. Y.—N. J. Whaes.	29.50	36.44	39.99	24.00	24.94
*Oakfield, N. Y.	29.50	35.50	38.00	24.00	24.00
*Philadelphia, Pa.	31.50	38.44	41.99	26.00	26.94
Plasterco, Va.	38.50	34.50	37.00	23.00	23.00
†Southard, Okla.	29.50	35.50	36.50	32.00	32.00
†Sweetwater, Texas	29.50	32.00	33.00	32.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,
UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this reissue.

10678

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

August 27, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated August 21, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective September 1, 1935, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses: (See note "b")	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
Acme, Texas	\$29.50	\$35.50	\$38.00	\$32.00
†*Boston & Portsmouth, Mass.	32.07	39.28	43.13	27.78
Cleveland, Ohio	—	—	—	25.00
Fort Dodge, Iowa	27.50	33.50	36.00	25.00
Grand Rapids, Mich.	29.50	35.50	38.00	24.00
Gypsum, Ohio	29.50	35.00	38.00	24.00
†*Metro. N. Y.—N. J. Whaes.	29.50	36.44	39.99	24.94
†*Oakfield, N. Y.	29.50	35.50	38.00	24.00
†*Philadelphia, Pa.	31.50	38.44	41.99	26.94
Plasterco, Va.	28.50	34.50	37.00	23.00
Southard, Okla.	29.50	35.50	38.00	32.00
Sweetwater, Texas	29.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this revision.

5656

10679

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 21, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills and Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated July 5, 1935.

DEAR SIRs: Referring to our license contract with you,
you are hereby notified that the minimum prices effective
August 26, 1935, at which you may sell metallized gyp-
sum wallboard and metallized gypsum plasterboard manu-
factured by you and embodying the inventions and im-
provements set forth and claimed in patents under which
you are licensed, including Roos patent number 1,914,345,
are as follows:

Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses: (See note "b")	1/4" Metallized Gypsum Wallbd. Weight—850 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
Acme, Texas	\$29.50	\$35.50	\$38.00	\$32.00
*Boston & Portsmouth, Mass.	34.07	39.28	43.13	27.78
Fort Dodge, Iowa	27.50	33.50	36.00	25.00
†Grand Rapids, Mich.	29.50	35.50	38.00	24.00
†Gypsum, Ohio	29.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whses.	31.50	36.44	39.99	24.94
*Oakfield, N. Y.	31.50	35.50	38.00	24.00
*Philadelphia, Pa.	33.50	38.44	41.99	26.94
Plasterco, Va.	28.50	34.50	37.00	23.00
Southard, Okla.	29.50	35.50	38.00	32.00
Sweetwater, Texas	29.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M. sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath prod-
ucts. Note: Any mixture of metallized and regular patented board products
may be combined to make up the 5000 ft. minimum.

Very truly yours,
UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates changes in this reissue.

10680

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated April 16, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 10, 1935, at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses:	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1600 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
(See note "b")				
Acme, Texas	\$29.50	\$35.50	\$38.00	\$32.00
*Boston & Portsmouth, Mass. ...	34.07	39.28	43.13	27.78
†Fort Dodge, Iowa	27.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	24.00
Gypsum, Ohio	31.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whse. ...	31.50	36.44	39.99	24.94
*Oakfield, N. Y.	31.50	35.50	38.00	24.00
*Philadelphia, Pa.	33.50	38.44	41.99	26.94
†Plasterco, Va.	28.50	34.50	37.00	23.00
Southard, Okla.	29.50	35.50	38.00	32.00
Sweetwater, Texas	29.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

5658

10681

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 16, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills and Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated April 12, 1935.

DEAR SIR: Referring to our license contract with you,
you are hereby notified that the minimum prices effective
April 18, 1935, at which you may sell metallized gypsum
wallboard and metallized gypsum plasterboard manufac-
tured by you and embodying the inventions and improve-
ments set forth and claimed in patents under which you are
licensed, including Roos patent number 1,914,345, are as
follows:

Minimum Prices Per M
Square Feet f.o.b. Trucks
(Pickups) at Mills or
Warehouses:

(See note "b")

	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
Acme, Texas	\$29.50	\$35.50	\$38.00	\$32.00
*Boston & Portsmouth, Mass.	34.07	39.28	43.13	27.78
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	24.00
Gypsum, Ohio	31.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whseas.	31.50	36.44	39.99	24.94
*Oakfield, N. Y.	31.50	35.50	38.00	24.00
*Philadelphia, Pa.	33.50	38.44	41.99	26.94
Plasterco, Va.	30.50	34.50	37.00	23.00
Southard, Okla.	29.50	35.50	38.00	32.00
Sweetwater, Texas	29.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath prod-
ucts. Note: Any mixture of metallized and regular patented board products
may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10682

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 12, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated February 25, 1935.

A. W. IRWIN

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately, at which you may sell metallized gypsum wall-board and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(Note changes in weights) Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses: (See note "b")	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
†Acme, Texas	\$29.50	\$35.50	\$38.00	\$32.00
*Boston & Portsmouth, Mass. ...	33.88	39.00	42.75	27.50
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	24.00
Gypsum, Ohio	31.50	35.50	38.00	24.00
*Metro. N. Y.—N. J. Whaes. ...	31.35	36.23	39.71	24.73
*Oakfield, N. Y.	31.50	35.50	38.00	24.00
*Philadelphia, Pa.	33.35	38.23	41.71	26.73
Plasterco, Va.	30.50	34.50	37.00	23.00
†Southard, Okla.	29.50	35.50	38.00	32.00
†Sweetwater, Tex.	29.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

(c) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5660

10683

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 25, 1935

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated December 31, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 1, 1935, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(Note changes in weights) Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses: (See note "b")	1/4" Metallized Gypsum Wallbd. Weight—950 # per M	3/8" Metallized Gypsum Wallbd. Weight—1400 # per M	1/2" Metallized Gypsum Wallbd. Weight—1900 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1400 # per M
Acme, Texas	\$31.50	\$35.50	\$38.00	\$32.00
† Boston, & Portsmouth, Mass. ...	32.88	39.00	42.75	27.50
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	24.00
Gypsum, Ohio	31.50	35.50	38.00	24.00
† Metro. N. Y.—N. J. Whse.	31.35	36.23	39.71	24.73
Oakfield, N. Y.	31.50	35.50	38.00	24.00
† Philadelphia, Pa.	33.35	38.23	41.71	26.73
Plasterco, Va.	30.50	34.50	37.00	23.00
Southard, Okla.	31.50	35.50	38.00	32.00
Sweetwater, Texas	31.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10684 -

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 31, 1934.

"Metallized" Board License Bulletin No. 2—Prices F.O.B. Trucks at Mills and Warehouses—Cancels "Metallized" Board License Bulletin No. 2 Dated December 22, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices Per M Square Feet f.o.b. Trucks (Pickups) at Mills or Warehouses: (See note "b")	1/4" Metallized Gypsum Wallbd. Weight—1050 # per M	3/8" Metallized Gypsum Wallbd. Weight—1600 # per M	1/2" Metallized Gypsum Wallbd. Weight—2150 # per M	3/8" Metallized Gypsum Plasterbd. Weight—1600 # per M
Acme, Texas	\$31.50	\$35.50	\$38.00	\$32.00
Boston, & Portsmouth, Mass. ...	34.13	39.50	43.38	28.00
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	24.00
Gypsum, Ohio	31.50	35.50	38.00	24.00
Metro. N. Y.—N. J. Whsea. ...	31.55	36.62	40.19	25.12
Oakfield, N. Y.	31.50	35.50	38.00	24.00
Philadelphia, Pa.	33.55	38.62	42.19	27.12
Plasterco, Va.	30.50	34.50	37.00	23.00
Southard, Okla.	31.50	35.50	38.00	32.00
Sweetwater, Texas	31.50	35.50	38.00	32.00

(b) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5662

10685

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

12/22/34

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills and Warehouses—Cancels "Metallized"
Board License Bulletin No. 2 Dated 10/30/34

File Copy
(See Reverse Side)

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices Per M Square
Feet F.O.B. Trucks (Pickups)
at Mills or Warehouses:
(See Note "a")

	1/4" Metallized Gypsum Wallboard Weight 1050 # Per M	3/8" Metallized Gypsum Wallboard Weight 1600 # Per M	1/2" Metallized Gypsum Wallboard Weight 2150 # Per M	3/8" Metallized Weight 1600 # Per M
Acme, Texas	\$31.50	\$35.50	\$38.00	\$32.00
Boston & Portsmouth, Mass.	34.13	39.50	43.38	28.00
Fort Dodge, Iowa	29.50	33.50	36.00	25.00
Grand Rapids, Mich.	31.50	35.50	38.00	27.00
Gypsum, Ohio	31.50	35.50	38.00	27.00
Metro. N. Y.—N. J. Whse.	31.55	36.62	40.19	25.12
Oakfield, N. Y.	31.50	35.50	38.00	24.00
Philadelphia, Pa.	33.55	38.62	42.19	27.12
Plasterco, Va.	30.50	34.50	37.00	26.00
Southard, Okla.	31.50	35.50	38.00	32.00
Sweetwater, Texas	31.50	35.50	38.00	32.00

(a) The above prices are for Board or Lath with one surface metallized.
Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10686

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

10/30/34

"Metallized" Board License Bulletin No. 2—Prices F.O.B.
Trucks at Mills and Warehouses

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Minimum Prices per M. Square Feet F.O.B. Trucks
(Pickups) at Mills or Warehouses (See Note "a"):

	3/8" Metallized Gypsum Wallboard Weight 1600 # per M	3/8" Metallized Gypsum Plasterboard Weight 1600 # Per M
Charlestown, Mass.	\$39.50	—
Fort Dodge, Iowa	33.50	—
Grand Rapids, Mich.	—	—
Gypsum, Ohio	35.50	—
Metro N. Y.—N. J. Whse.	36.62	23.12
Oakfield, N. Y.	35.50	22.00
Philadelphia, Pa.	36.62	—
Plasterco, Va.	34.50	—
Southard, Okla.	35.50	—
Sweetwater, Texas	35.50	—

(a) The above prices are for Board or Lath with one surface metallized. Add \$15.00 per M sq. ft. when furnished with both surfaces metallized.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5664

10687

Government's Exhibit 251

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 13, 1939

Metallized Board Prices, Delivered by Truck—Metallized Board License Bulletin No. 3 (Page 1)—Cancels Bulletin No. 3 Dated March 3, 1939

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Minimum prices per M sq. ft. at which you may sell the patented metallized gypsum board products when delivered by truck in the areas named below, (Truckloads containing 7500 sq. ft. or more) shall be the same for deliveries in carloads by rail as heretofore provided:

Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island, Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Dutchess and Putnam Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; towns of Stroudsburg and East Stroudsburg (in Monroe County) and town of Milford (in Pike County) Pennsylvania.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee; Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10688 UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 3, 1939

Metallized Board Prices, Delivered by Truck—Metallized Board License Bulletin No. 3 (Page 1)—Cancels Bulletin No. 3 Dated February 6, 1939

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Minimum prices per M sq. ft. at which you may sell the patented metallized gypsum board products when delivered by truck in the areas named below, (Truckloads containing 7500 sq. ft. or more) shall be the same for deliveries in carloads by rail as heretofore provided:

† Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange and Putnam Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5666

10689

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939

Metallized Board Prices, Delivered by Truck—Metallized Board License Bulletin No. 3 (Page 1)—Cancels Pages 1 & 2 Dated July 16, 1938

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Minimum prices per M sq. ft. at which you may sell the patented metallized gypsum board products when delivered by truck in the areas named below, (Truckloads containing 7500 sq. ft. or more) shall be the same for deliveries in carloads by rail as heretofore provided:

Eastern Area—which includes the States of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware.

Western New York Area—which includes Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates, Chemung, Schuyler and Livingston Counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania.

Detroit Area—which includes Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10690

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 16, 1938

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses—Metallized Board License Bulletin No. 3
(Pg. 1)—Cancels Page 1 Dated October 21, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Róos patent number 1,914,345, are as follows:

(1) Eastern Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into states of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Bellknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

(2) Western New York Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 3 for minimum loads.

(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above). Each truck delivery of patented metallized

gypsum board products at carload prices shall contain a minimum of 7,500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

†(4) Detroit Area: Minimum prices for patented metallized gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board products, or in mixed loads minimum weight 10 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented metallized gypsum plaster lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10692 (3) Minimum Quantities: (Continued)

ing companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

(4) Detroit Area: Minimum prices for patented metallized gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board products, or in mixed loads minimum weight $7\frac{1}{2}$ tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented metallized gypsum plaster lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue, to become effective January 15, 1938.

10693 (3) Minimum Quantities: (Cont'd.)

ing companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

(4) Detroit Area: Minimum prices for patented metalized gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

†(5) Miami Area: Minimum prices for patented metalized gypsum plaster lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse; providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with other gypsum products to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10694

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 21, 1937.

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3 (Pg. 1)—Cancels
Metallized Board License Bulletin No. 3 Dated
February 24, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Eastern Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into states of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

(2) Western New York Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 3 for minimum loads.

(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above). Each truck delivery of patented metallized gypsum board products at carload prices shall contain a minimum of 7,500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

(4) Detroit Area: Minimum prices for patented metallized gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, Van Dyke and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented metallized gypsum plaster lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10696

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses

Metallized Board License Bulletin No. 3 (Pg. 1)—Cancels Metallized Board License Bulletin No. 3 Dated February 11, 1937.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

1(1) Eastern Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into states of New Jersey, Connecticut and Rhode Island; Essex, Middlesex, Suffolk, Norfolk, Worcester, Plymouth, Bristol and Barnstable Counties, Massachusetts; York and Cumberland Counties, Maine; Rockingham, Strafford, Belknap, Merrimac, Sullivan, Cheshire and Hillsborough Counties, New Hampshire; Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Ulster and Dutchess Counties, New York; Bucks, Montgomery, Chester, Delaware, Philadelphia, Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware. See paragraph 3 for minimum loads.

1(2) Western New York Area: Minimum prices for patented metallized board products delivered by truck to dealers warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. This applies into Erie, Niagara, Orleans, Genesee, Morroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York; also Crawford, Erie, McKean and Warren Counties, Pennsylvania. See paragraph 3 for minimum loads.

†(3) Minimum Quantities: (Applying to paragraphs 1 and 2 above). Each truck delivery of patented metallized gypsum board products at carload prices shall contain a minimum of 7,500 sq. ft. gypsum board products consigned to one destination and invoiced to one account. Truck deliveries shall be made by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimum load.

†(4) Detroit Area: Minimum prices for patented metallized gypsum board products delivered by truck to dealer's warehouse are same as prices for deliveries in carloads by rail, as provided in Metallized Board License Bulletin No. 1. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board products to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale, Hazel Park and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan.

(5) Miami Area: Minimum prices for patented metallized gypsum plaster lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum plaster lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10698

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 11, 1937.

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3 (Pg. 1)—Cancels
Metallized Board License Bulletin No. 3 Dated
December 29, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard (except 3/8" thickness metallized plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genessee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

3/8" Metallized Plasterboard: Minimum price 3/8" metallized plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk

counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex, and Ocean counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

3/8" Metallized Plasterboard. Minimum price of 3/8" Metallized plasterboard delivered by truck to dealers warehouse in Kings, Queens, Nassau and Suffolk Counties, New York is \$21.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland Counties, Maine; and State of Rhode Island. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard: Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Kent and Providence counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered

by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh & Northampton Counties, Pa., New Castle, County, Del., the State of Connecticut and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia, New Brighton or Boston mills as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton counties, Pennsylvania; New Castle County, Delaware; State of Connecticut; and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealers warehouse in Hartford County, Connecticut is \$23.00 per M sq. ft. See paragraph 7 for minimum loads.

(7) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum-board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truck-10699 load 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Hum-

boldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story Counties, Iowa.

(9) Detroit Area. Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan.

†(10) Cancelled, effective February 13, 1937.

(11) Miami Area. Minimum prices for patented metallized gypsum lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10700

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 29, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses.

Metallized Board License Bulletin No. 3. (Pg. 1)—Cancels Metallized Board License Bulletin No. 3 Dated October 27, 1936 and all Supplements Thereto.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective January 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard (except 3/8" thickness metallized plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

3/8" Metallized Plasterboard: Minimum price 3/8" metallized plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond,

Westchester, Rockland, Nassau and Suffolk Counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex, and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

10701 3/8" Metallized Plasterboard. Minimum price of 3/8" Metallized plasterboard delivered by truck to dealers warehouse in Kings, Queens, Nassau and Suffolk Counties, New York is \$21.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland Counties, Maine; and State of Rhode Island. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard: Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Kent and Providence counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to

prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

†(6) Southern New Jersey Area, Lehigh & Northampton Counties, Pa., New Castle County, Del., the State of Connecticut and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia, New Brighton or Boston mills as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; New Castle County, Delaware; State of Connecticut; and Cheshire, Sullivan, Merrimac, Belknap Counties, New Hampshire. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealers warehouse in Hartford County, Connecticut is \$23.00 per M sq. ft. See paragraph 7 for minimum loads.

(7) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum 10702 truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kosuth, Winnebago, Hancock, Cherokee, Buena Vista, Pochontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun,

Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story Counties, Iowa.

(9) Detroit Area. Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit and Centerline in Macomb County, Michigan.

(10) Franklin County (Columbus) Ohio. Minimum price of patented metallized gypsum lath delivered by truck to dealers warehouse or direct to job within Franklin County, Ohio is same as price for deliveries in carloads by rail. Truck delivery shall be in straight or mixed loads minimum weight 5 tons, consigned to one destination and invoiced to one account. Gypsum bag goods only may be included with patented gypsum lath to make minimum weight.

†(11) Miami Area. Minimum prices for patented metallized gypsum lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10703

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

OCTOBER 27, 1936.

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3 (Page 1)—Cancels
Page 1 Dated September 14, 1936..

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective October 29, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard (except 3/8" thickness metallized plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

3/8" Metallized Plasterboard: Minimum price 3/8" metallized plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings,

Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex, and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum price 1/2" Metallized Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York is \$27.00 per M sq. ft. See paragraph 7 for minimum loads.

10704 (3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft., to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard: Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Kent and Providence counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered

by truck to dealer's warehouse, add \$2.00 per M. sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic; Cape May; Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story Counties, Iowa.

(9) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account.

Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and 10705 Royal Oak in Oakland County, Michigan; also towns of Warren, †Halfway, Fraser, Roseville, Saint Clair Shores, East Detroit, and Centerline in Macomb County, Michigan.

†(10) Franklin County (Columbus) Ohio. Minimum price of patented metallized gypsum lath delivered by truck to dealers warehouse or direct to job within Franklin County, Ohio is same as price for deliveries in carloads by rail. Truck delivery shall be in straight or mixed loads minimum weight 5 tons, consigned to one destination and invoiced to one account. Gypsum bag goods only may be included with patented gypsum lath to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10706 (3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft., to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester counties, Mass.; Rockingham, Hillsborough and Strafford counties, New Hampshire; York and Cumberland counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard: Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Kent and Providence counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or

† Indicates change, (to become effective October 28, 1936).

lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story Counties, Iowa.

(9) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington,

10707 (3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

† Boston Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" plasterboard—see exception below) delivered by truck to dealer's ware-

† Indicates change (to become effective September 19, 1936).

house, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable and Worcester Counties, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine; and state of Rhode Island. See paragraph 7 for minimum loads.

¹5/16" Metallized Plasterboard: Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Kent and Providence counties, Rhode Island (this product not to be sold in balance of Boston Area) is \$22.00 per M sq. ft.. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic; Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or

† Indicates change (to become effective September 19, 1936).

mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone, and Story Counties, Iowa.

(9) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington,

10708

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 14, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses—Metallized Board License Bulletin No. 3—Cancels Bulletin No. 3 Dated July 23, 1936, and All Supplements Thereto.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective September 15, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard (except 3/8" thickness metallized plasterboard—see exception below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7. for minimum loads.

3/8" Metallized Plasterboard—Minimum price 3/8" metallized plasterboard delivered by truck to dealers warehouse in Niagara, Erie (including town of Gowanda, N. Y.), Monroe and Wayne counties, New York is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris,

Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex, and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum price 1/2" Metallized Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York is \$27.00 per M sq. ft. See paragraph 7 for minimum loads.

10709- (3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

(4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston Mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County; Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa. and New Castle County, Delaware: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealers warehouse, add \$2.00

per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story Counties, Iowa.

(9) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products; or in mixed loads minimum weight 5 tons with other products; consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, 10710 Clawson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb County, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 23, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses—Metallized Board License Bulletin No. 3
Dated July 10, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 28, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 7 for minimum loads.

(2) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 7 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's ware-

house in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 7 for minimum loads.

Minimum Price 1/2" Metallized Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York is \$27.00 per M sq. ft. See paragraph 7 for minimum loads.

(3) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 7 for minimum loads.

10712 (4) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk, Norfolk and Worcester counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 7 for minimum loads.

(5) Southeast New York Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Orange, Ulster, Sullivan, Putnam and Dutchess Counties, New York. See paragraph 7 for minimum loads.

(6) Southern New Jersey Area, Lehigh and Northampton Counties, Pa., and New Castle County, Delaware: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealers warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Atlantic, Cape

May, Gloucester, Salem, Cumberland and Burlington Counties, New Jersey; Lehigh and Northampton Counties, Pennsylvania; and New Castle County, Delaware. See paragraph 7 for minimum loads.

†(7) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4, 5 and 6 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(8) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M. sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story Counties, Iowa.*

†(9) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne County, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville, Saint Clair Shores and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10713

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 10, 1936.

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3—Cancels Bulletin
No. 3 Dated June 25, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective July 13, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard, (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Pas-

saic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

¹5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 6 for minimum loads.

¹Minimum Price 1/2" Metallized Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, Lindenhurst and Bayshore in Suffolk County, New York, 10714 is \$27.00 per M sq. ft. See paragraph 6 for minimum loads.

¹(4) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

¹(5) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$1.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered

by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

5700

10715

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 25, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses—Metallized Board License Bulletin No. 3—Cancels Bulletin No. 3—Dated June 2, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Ross patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Oakfield mill as listed in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus; Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New-York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard (except 5/16" thickness plasterboard and 1/2" T&G Sheathing—see exceptions below) delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars New Brighton mill as listed in bulletin #1. This applies to Manhattan, Bronx, Kings, Queens,

Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$21.68 per M sq. ft. See paragraph 6 for minimum loads.

†Minimum Price 1/2" Metallized Gypsum Sheathing, delivered by truck to dealers warehouse in Queens and Nassau Counties, New York and towns of Amityville, Huntington, Cold Springs Harbor, Northport, Babylon, 10716 Lindenhurst and Bayshore in Suffolk County, New York, is \$28.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Philadelphia mill as listed in bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

†(5) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to prices applying f.o.b. cars Boston mill as listed in bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass., Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities: (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

†(8) Detroit Area: Minimum price patented metallized gypsum board and/or lath products delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products; or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

10717

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 2, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses

Metallized Board License Bulletin No. 3—Cancels Bulletin No. 3 Dated May 26, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective June 4, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices as listed on page one of bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area: Minimum price metallized wallboard and/or metallized plasterboard, except 5/16" thickness plasterboard (see next par.), delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. New Brighton prices as listed on page one of bulletin #1. This applies to Manhattan, Bronx, Kings,

Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$21.68 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Philadelphia prices as listed on page one of bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

10718 (5) Boston Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Boston prices as listed on page one of bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York and Cumberland Counties, Maine. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5,000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products) may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with

patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area: Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse \$22.00 per M sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

5706

10719

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 26, 1936.

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3—Cancels
Bulletin No. 3 Dated March 2, 1936 .

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective May 28, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices as listed on page one of bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See Paragraph 6 for minimum loads.

(2) Orange County, New York: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price metallized wallboard and/or metallized plasterboard, except 5/16" thickness plasterboard (see next par.), delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. New Brighton prices as listed on page one of bulletin #1. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and

Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

"5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$21.68 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Philadelphia prices as listed on page one of bulletin #1. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. See paragraph 6 for minimum loads.

10720 (5) Boston Area. Minimum price metallized and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Boston prices as listed on page one of bulletin #1. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass.; that portion of Plymouth county north of the continuation of the southern boundary of Norfolk County, Mass.; Rockingham and Strafford Counties, New Hampshire; York County, Maine; and that portion of Cumberland County, Maine south of a line drawn from Portland directly west to the York county line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products (including special surfaced gypsum board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with

patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse \$22.00 per M sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clawson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10721

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 2, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses

**Metallized Board License Bulletin No. 3—Cancels
Bulletin No. 3 Dated February 24, 1936**

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective March 4, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Allegany, Steuben, Yates and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price metallized wallboard and/or metallized plasterboard, except 5/16" thickness plasterboard (see next par.), delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex,

Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 6 for minimum loads.

†(4) Philadelphia Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania and Camden County, New Jersey. (Note: Camden County was omitted in error in issue dated February 24, 1936) See Paragraph 6 for minimum loads.

10722 (5) Boston Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York county, Maine; and that portion of Cumberland county, Maine south of a line drawn from Portland directly west to the York county line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with

patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse \$22.00 per M sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

5712

10723

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1936.

Metallized Board Prices, Delivered by Truck to Dealers' Warehouses

Metallized Board License Bulletin No. 3—Cancels
Bulletin No. 3 Dated January 10, 1936

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective February 26, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Steuben, and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price metallized wallboard and/or metallized plasterboard, except 5/16" thickness plasterboard (see next par.), delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex,

Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean Counties, New Jersey. See paragraph 6 for minimum loads.

5/16" Metallized Plasterboard. Minimum price 5/16" metallized plasterboard delivered by truck to dealer's warehouse in Mercer County, New Jersey (this product not to be sold in balance of Metro New York-New Jersey Area) is \$22.00 per M sq. ft. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pennsylvania. See paragraph 6 for minimum loads.

10724 (5) Boston Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York county, Maine; and that portion of Cumberland county, Maine south of a line drawn from Portland directly west to the York county line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet,

O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse \$22.00 per sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10725

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 10, 1936

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3—Cancels
Bulletin No. 3 Dated December 20, 1935.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area: Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to f.o.b. Oakfield prices shown in bulletin #1, except when for delivery to destinations to which regular carload freight including emergency charge exceeds \$2.00 per M sq. ft. then the regular carload delivered price shall apply. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Steuben, and Livingston counties, New York, also Crawford, Erie, McKean, and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N.Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and

Ocean counties, New Jersey. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. and Camden county, N. J. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, 10726 Mass., the town of Mansfield, Mass., that portion of Plymouth county north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York county, Maine; and that portion of Cumberland county, Maine south of a line drawn from Portland directly west to the York county line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Pocahontas, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse \$22.00

per M sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 20, 1935

Metallized Board Prices, Delivered by Truck to Dealers'
Warehouses

Metallized Board License Bulletin No. 3

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

(1) Buffalo-Oakfield Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per m sq. ft. to f.o.b. Oakfield prices shown in bulletin #1. This applies to Erie, Niagara, Orleans, Genesee, Monroe, Ontario, Wayne, Seneca, Wyoming, Cattaraugus, Chautauqua, Steuben, and Livingston counties, New York, also Crawford, Erie, McKean and Warren counties, Pennsylvania. See paragraph 6 for minimum loads.

(2) Orange County, New York. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse in Orange County, New York, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. See paragraph 6 for minimum loads.

(3) Metropolitan New York-New Jersey Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse is same as delivered price by rail in mixed cars. This applies to Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suffolk counties, N. Y., also Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon, Warren, Sussex and Ocean counties, New Jersey. See paragraph 6 for minimum loads.

(4) Philadelphia Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Bucks, Montgomery, Chester, Delaware, and Philadelphia counties, Pa. and Camden county, N. J. See paragraph 6 for minimum loads.

(5) Boston Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse, add \$2.00 per M sq. ft. to price delivered by rail to dealer's warehouse or nearest siding. This applies to Essex, Middlesex, Suffolk and Norfolk counties, Mass., the town of Mansfield, Mass., that portion of Plymouth county lying north of the continuation of the southern boundary of Norfolk county, Mass., Rockingham and Strafford Counties, New Hampshire; York county, 10728 Maine; and that portion of Cumberland county, Maine south of a line drawn from Portland directly west to the York county line. See paragraph 6 for minimum loads.

(6) Minimum Quantities. (Applying to paragraphs 1, 2, 3, 4 and 5 above) 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

(7) Fort Dodge (Iowa) Area. Minimum price metallized wallboard and/or metallized plasterboard delivered by truck to dealer's warehouse add \$3.00 per M sq. ft. to minimum f.o.b. Fort Dodge prices. Minimum truckload 4000 lbs.; only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Kossuth, Winnebago, Hancock, Cherokee, Buena Vista, Decatur, Humboldt, Wright, Franklin, Ida, Sac, Calhoun, Webster, Hamilton, Hardin, Crawford, Carroll, Greene, Boone and Story counties, Iowa.

(8) Detroit Area. Minimum price 3/8" metallized plasterboard delivered by truck to dealer's warehouse

\$22.00 per M sq. ft. Minimum price patented metallized gypsum board and/or lath products other than 3/8" plasterboard delivered by truck to dealer's warehouse is same as price delivered by rail. Truck delivery shall be in minimum straight loads of 5,000 sq. ft. gypsum board and/or lath products, or in mixed loads minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included with patented gypsum board and/or lath to make minimum weight. This applies to Wayne county, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland county, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb county, Michigan.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

10729

Government's Exhibit No. 252

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939.

Application of Prices—Metallized Board License Bulletin No. 4 (Page 1)—Cancels Bulletin No. 4 Dated May 6, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

The minimum prices named in Bulletins 1, 2 and 3 apply (except where otherwise specified) to sales of patented metallized gypsum board products in sizes suitable for use in construction and regularly manufactured and offered for sale for use in construction, which products are sometimes referred to herein as standard size products. Such sizes are now as follows:

*Thickness
and Width*

Lengths

(1) Square Edge Metallized Wallboard:

1/4"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x32" or 48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'

(2) T&G Edge Metallized Wallboard:

1/2"x48"	8'-9' and 10'
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(3) T&G Edge Metallized Sheathing:

1/2"x34"	6'8" and 8'
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(4) Metallized Plaster Lath:

3/8"x16"	48"
1/2"x16"	32" and 48"

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5722

10730

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 6, 1938.

"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated February 24, 1937
(Confirming telegram dated May 5, 1938)

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard Sizes are as follows:

Thickness
and Width

Lengths:

(1) Square Edge Metallized Wallboard:

1/4"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/4"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'

(2) T&G Metallized Wallboard:

1/2"x48"	8'-9' and 10'
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(3) T&G Edge Metallized Sheathing:

1/2"x24"	6'8" and 8'
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(4) Metallized Plaster Lath:

3/8"x16"	32" and 48"
1/2"x16"	48"

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10731

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1937.

"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated May 26, 1936

DEAR SIRS: Referring to our license contract with you, you are hereby notified that effective March 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard Sizes are as follows:

*Thickness
and Width*

Lengths

(1) Square Edge Metallized Wallboard:

1/4"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/4"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
3/8"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x32"	4'-5'-6'-7'-8'-9'-10'-11' and 12'
1/2"x48"	4'-5'-6'-7'-8'-9'-10'-11' and 12'

(2) T&G Metallized Wallboard:

1/2"x48"	8'-9' and 10'
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(3) T&G Edge Metallized Sheathing:

1/2"x24"	6'-8" and 8'
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(4) Metallized Plaster Lath:

3/8"x16"	32" and 48"
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Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

5724

10732

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 26, 1936.

"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated February 24, 1936

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective May 28, 1936 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard Sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

(1) For 32" and 48" widths, $1/4"$ — $3/8"$ — $1/2"$ Thicknesses Square Edge Metallized Wallboard—4', 5', 6', 7', 8', 9', 10', 11' and 12' lengths.

(2) For $1/2"$ Thickness T&G Edge Metallized Sheathing—24" wide x 6'8" and 8' only.

(3) For $1/2"$ Thickness T&G Edge Metallized Wallboard—48" wide x 8', 9' and 10' only.

(4) For $3/8"$ Thickness only, Metallized Lath—16"x32" and 16"x48" only.

(5) For $5/16"$ Thickness Metallized Lath—16"x32" and 16"x48" only. This item for shipment into markets as described in Bulletin No. 1 only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10733

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1936.

"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated February 13, 1936

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos' patent number 1,914,345, are as follows:

Standard Sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

(1) For 32" and 48" widths, 1/4"—3/8"—1/2" Thicknesses Square Edge Metallized Wallboard—4', 5', 6', 7', 8', 9', 10', 11' and 12' lengths.

(2) For 1/2" Thickness T&G Edge Metallized Wallboard—48" wide x 8', 9' and 10' only.

(3) For 3/8" Thickness only, Metallized Lath—16"x32" and 16"x48" only.

(4) For 5/16" Thickness Metallized Lath—16"x32" and 16"x48" only. This item for shipment into markets as described in Bulletin No. 1 only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

5726

10734

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 13, 1936.

**"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated July 3, 1935**

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,349, are as follows:

Standard sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

(1) For 32" and 48" widths, $1/4"$ — $3/8"$ — $1/2"$ Thicknesses Square Edge Metallized Wallboard—4', 5', 6', 7', 8', 9', 10', 11' and 12' lengths.

†(2) For $1/2"$ Thickness T&G Edge Metallized Wallboard—48" wide x 8', 9' and 10' only.

(3) For $1/4"$ and $3/8"$ Thicknesses only, Metallized Lath (or cutstock) 16"x48", 16"x32", and 32"x36" only.

†(4) For $5/16"$ Thickness Metallized Lath—16"x32" and 16"x48" only. This item for shipment into markets as described in Bulletin No. 1 only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10735

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 3, 1935.

**"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated April 26, 1935**

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

†(1) For 32" and 48" widths, 1/4"—3/8"—1/2" Thicknesses Square Edge Metallized Wallboard—4', 5', 6', 7', 8', 9', 10', 11' and 12' lengths.

(2) For 36" width, 1/2" Thickness Square Edge Metallized Wallboard—8', 9' and 10' lengths only.

(3) For 1/2" Thickness T&G Metallized Wallboard—36" or 48" wide x 8', 9' and 10' only.

†(4) For 1/4" and 3/8" Thicknesses only, Metallized Lath (or cutstock) 16"x48", 16"x32", and 32"x36" only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 26, 1935.

A. W. IRWIN,
Office

"Metallized" Board License Bulletin No. 4—Cancels
Bulletin No. 4 Dated April 24, 1935

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

†(1) For $1/4''$ — $3/8''$ — $1/2''$ Thicknesses Square Edge Metallized Wallboard—48" wide x 4', 5', 6', 7', 8', 9', 10', 11' and 12'.

(2) For $1/2''$ Thicknesses Square Edge Metallized Wallboard—36" wide x 8', 9' and 10' only.

(3) For $1/2''$ Thicknesses T&G Edge Metallized Wallboard—36" or 48" wide x 8', 9' and 10' only.

(4) For $1/4''$ and $3/8''$ Thicknesses only, Metallized Lath—16"—18" only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this issue.

10737

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 24, 1935.

"Metallized" Board License—Bulletin No. 4.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Standard Sizes of patented Metallized Gypsum Wallboard and Plasterboard are as follows: (Minimum prices on patented metallized board and lath apply on standard sizes only).

(1) For $1/4''$ — $3/8''$ — $1/2''$ Thicknesses Square Edge Metallized Wallboard—48" wide x 6', 7', 8', 9', 10' and 12'.

(2) For $1/2''$ Thickness T&G Edge Metallized Wallboard—36" or 48" wide x 8', 9' and 10' only.

(3) For $3/8''$ Thickness only, Metallized Lath—16"x48" only.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10738

Effective June 10, 1939 Bulletins 1, 2, 3, 4, and 5 were combined into one bulletin. See Bulletin No. 1 Master Book for all issues after June 10, 1939.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1939.

Effective Date of Minimum Prices—Rebates—Metallized
Board License Bulletin No. 5 (Page 1)—Cancels
Bulletin No. 5 Dated February 24, 1937

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective immediately the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in our patents under which you are licensed, are as follows:

Advances in Minimum Price

In the event of an increase in the minimum prices of patented metallized gypsum board products, the advanced minimum prices shall apply to all shipments made after the effective date of the price increase, except that in the following cases the minimum price shall be the minimum price in effect immediately prior to such increase:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) On sales of gypsum plaster lath to dealers for any specific job requiring not less than the minimum carload quantity of plaster lath (each building of a project to be considered as a separate job hereunder); and

On sales of metallized gypsum wallboard or gypsum liner to gypsum roofing contractors for specific gypsum roof jobs only; and

On sales of metallized gypsum wallboard and metallized gypsum sheathing to dealers for specific industrial housing projects; and

On sales of metallized gypsum wallboard and metallized gypsum sheathing on direct bids to the federal government for specific federal government jobs;*

But only where the general contract for such specific job is awarded prior to the effective date of the price in-

* NOTE: A Federal Government job is one where the Federal Government lets the contract to a general contractor or places an order directly with licensee.

crease, or where the dealer (or contractor on specific roof jobs) has made a written quotation on such job prior to the effective date of the price increase, and providing the order is placed by such dealer or contractor and accepted by the licensee within 30 days, on private jobs, and 60 days on federal government jobs, after the effective date of the price increase.

(3) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee, prior to the effective date of price increase.

Decreases in Minimum Price

In the event of a decrease in the minimum prices of the patented metallized gypsum board products, the new and lower minimum prices shall apply to all sales and shipments made after the effective date of the decrease in minimum price, including all orders for the patented metallized gypsum board products on file at the time of decrease in minimum prices, and also shipments in transit; but licensee must be prepared to furnish licensor with satisfactory evidence of the fact that the shipment was actually in transit and not delivered when the price decrease became effective. Cartier's freight bill will be accepted as evidence of that fact.

Rebates, Allowances, Etc.

Any sale of patented products, though ostensibly made at or above the minimum price established by licensor, will nevertheless be considered a violation of the provisions of the license if licensee directly or indirectly reduces the actual price charged by licensee below such minimum price by granting the customer rebates, unearned or unwarranted refunds, credits or discounts; by reducing the price of other products, by hiring customers' trucks, by granting allowances for advertising or other purposes, by splitting of salesmen's compensation or commissions with customers, by overshipment of patented products, by including board under the guise of dunnage, or by making any other payment or allowance in the form of money or otherwise which has for its purpose and effect reducing the price charged by licensee below such minimum price.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO.

FEBRUARY 24, 1937

Conditions of Sale—Metallized Board License Bulletin
No. 5—Cancels Bulletin No. 5 (Page 1) Dated
March 20, 1936.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective March 1, 1937 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Duration of Quotations and Specific Job Protection

Price Advances:

In the event of an increase in the minimum prices of patented metallized gypsum board products, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

1(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase. Exception: Bona fide orders for discontinued types of patented metallized gypsum board for dealers' stocks, received and accepted by you at your home office in writing within one week from date of discontinuance, for shipment within two weeks from the date of discontinuance, may be invoiced at minimum prices in effect at time of discontinuance.

1(2) For gypsum plaster lath on any specific job requiring not less than a minimum carload quantity of plaster lath (28,600 sq. ft.) where the general contract for such specific job is awarded prior to the effective date of the price increase, or where the dealer has made a written quotation on such job prior to the effective date of the price increase, and provided order for gypsum plaster lath is immediately placed by dealer and accepted by licensee within thirty days on private jobs, sixty days

on federal government jobs after the effective date of price increase. Each building of a project shall be considered as a separate specific job hereunder, subject to minimum requirement of carload quantity (28,600 sq. ft.) for each such building. Exception: Minimum quantity for each specific job on 5/16" plaster lath shall be 34,000 sq. ft.

†(3) For metallized gypsum wallboard on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to the effective date of the price increase, or on which contractor has made written quotation prior to the effective date of the price increase, and provided order for metallized gypsum wallboard is immediately placed by contractor and accepted by licensee within thirty days on private jobs, sixty days on federal government jobs after the effective date of price increase.

10742 Price Advances (Cont'd.)

†(4) (a) For metallized gypsum wallboard and metallized gypsum sheathing on direct bids to the Federal Government for specific Federal Government jobs on which the general contract is awarded prior to the effective date of price increase, or on which written bid is made by licensee prior to the effective date of price increase, provided order for metallized gypsum wallboard or metallized gypsum sheathing is immediately placed by the Federal Government and accepted by licensee within sixty days after the effective date of price increase.

†(b) For metallized gypsum wallboard or metallized gypsum sheathing on specific industrial housing projects on which the general contract is awarded prior to the effective date of price increase, or on which the dealer has made a written quotation prior to the effective date of the price increase, and provided order for metallized gypsum wallboard or metallized gypsum sheathing is immediately placed by the dealer and accepted by licensee within thirty days from effective date of the price increase.

(5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

Price Decreases.

In the event of a decrease in the minimum prices of patented metallized gypsum board products, all orders on file shall be invoiced at the new and lower prices. Shipments in transit shall be invoiced at the reduced prices, provided carrier's expense bill is presented by customer, as evidence that shipment actually was in transit and not delivered when the price decrease became effective.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|--------------------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | (**) 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including
CCC Camps) |
| 7. Labor | 15. District of Columbia |
| 8. Marine Corps | |

†(*) CCC Camps:
(Metallized Gypsum Wallboard)

In areas where the Federal government carries out CCC Camp Construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured) the minimum price of patented metallized gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railroad delivery only.

Where less carload quantities of metallized gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

(Reference notes continued on following page)

The classification "Federal Government" does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal Government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Metallized Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by Licensor for patented metallized board and/or metallized lath shall be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented metallized board and/or metallized lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of

(Reference notes from preceding page)

†(**) WPA Projects

(a) **State Projects.** On purchase by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on State WPA projects, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Patented metallized gypsum board products for State WPA projects when specified in quantities not for shipment in carloads as above outlined, or when State WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

†(b) **Federal Projects.** On purchases by the Procurement Division or Resettlement Purchase Section of the Treasury Department (to be invoiced direct to the Federal Government) for use on Federal WPA projects, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath, for shipment in carloads, for delivery at railhead shall be the regular dealer carload delivered price less 2% cash discount on gross amount. For delivery to project site, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath shall be the regular dealer carload delivered price f.o.b. cars at railhead specified in bid form, plus \$1.00 per M sq. ft., less 2% cash discount on gross amount.

10744 warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented metallized board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented metallized board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented metallized board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented metallized board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Metallized Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented metallized board products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 7500 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 7500 sq. ft. minimum shall apply.

10745 Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4'x4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement. Exception: Greater New York Market (Manhattan, Bronx, Kings, Queens and Richmond counties, New York)

a. Shipments in cars.

Gypsum boards used for dunnage in shipments by car and not invoiced to customer shall be not larger than 12"x48", shall be plainly stamped in red on the face of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and shall be board with no value and unfit for use or resale. Excessive dunnage is a violation of the license agreement.

b. Shipments in trucks.

Gypsum boards used for dunnage in shipments by truck and not invoiced to the customer shall be not larger than 12"x48" except when larger sheets might be necessary to protect the bottom of a truck. All gypsum boards used for dunnage shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and be defaced, marred, diagonally scored or mutilated and otherwise so marked that they will have no value and will be unfit for use or resale. Excessive dunnage is a violation of the license agreement.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10746 by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented metallized board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented metallized board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented metallized board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented metallized board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Metallized Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented metallized board products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not

apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

'Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4'x4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement. Exception: Greater New York Market (Manhattan, Bronx, Kings, Queens and Richmond counties, New York)

a. Shipments in cars.

Gypsum boards used for dunnage in shipments by car and not invoiced to customer shall be not larger than 12"x48", shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and shall be board with no value and unfit for use or resale. Excessive dunnage is a violation of the license agreement.

b. Shipments in trucks

Gypsum boards used for dunnage in shipments by truck and not invoiced to the customer shall be not larger than 12"x48" except when larger sheets might be necessary to protect the bottom of a truck in which instances such sheets shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high, and be defaced, marred, diagonally scored or mutilated and otherwise so marked that they will have no value and will be unfit for use or resale. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this revision.

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 20, 1936.

Conditions of Sale—Metallized Board License Bulletin
No. 5—Cancels Bulletin No. 5 Dated February 24, 1936

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective March 23, 1936 the minimum prices at which you may sell metallized gypsum wallboard, and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Duration of Quotations and Specific Job Protection

Price Advances:

In the event of an increase in the minimum prices of patented metallized gypsum wallboard or metallized gypsum plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealer's stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) For metallized gypsum lath on specific jobs on which the general contract is awarded prior to date of any price change and order for metallized gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(3) For metallized gypsum wallboard and/or metallized gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to date of any price change and order for metallized gypsum wallboard and/or metallized gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(4) (a) For metallized gypsum wallboard on specific Federal government jobs on which the general contract

is awarded prior to date of any price change and order for metallized gypsum wallboard is placed with the licensee within 60 days from effective date of price increase.

(b) For metallized gypsum wallboard on specific industrial housing projects on which the general contract is awarded prior to date of any price change and order for metallized wallboard is placed with the licensee within 30 days from effective date of price increase.

10749 (5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|--------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | (**) 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including |
| 7. Labor | CCC Camps) |
| 8. Marine Corps | 15. District of Columbia |

(*) CCC Camps:
(Metallized Gypsum Wallboard)

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal

(Reference notes continued on following page)

10750 The classification "Federal Government" does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal Government for carrying out any works or projects, all such

(Reference notes from preceding page)

government on the specific project being figured) the minimum price of patented metallized gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where Metallized gypsum wallboard is sold and invoiced directly to the Federal government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of metallized gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

(**) WPA Projects

†(a) State Projects. On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on State WPA projects, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Where patented metallized gypsum wallboard and/or metallized gypsum lath is sold and invoiced directly to the Federal Government for State WPA projects, a maximum allowance of \$2.50 per M sq. ft. on wallboard and \$1.25 per M sq. ft. on lath may be made to a dealer as a dealer commission.

Patented metallized gypsum board products for State WPA projects when specified in quantities not for shipment in carloads as above outlined, or when State WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

†(b) Federal Projects. On purchases by the Procurement Division or Re-settlement Purchase Section of the Treasury Department (to be invoiced direct to the Federal Government) for use on Federal WPA projects, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath, for shipment in carloads for delivery at railhead shall be the regular dealers carload delivered price less 2% cash discount on gross amount. For delivery to project site, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath shall be the regular dealer carload delivered price f.o.b. cars at railhead specified in bid form, plus \$1.00 per M sq. ft., less 2% cash discount on gross amount. On patented metallized gypsum wallboard and/or metallized gypsum lath sold and invoiced direct to the Federal Government for Federal WPA Projects, either railhead or project site delivery, a maximum allowance of \$1.00 per M sq. ft. may be made to a dealer as a dealer commission.

purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Metallized Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

Allowances, Etc.: The minimum price fixed by licensor for patented metallized board and/or metallized lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in con-

nection with shipments or deliveries of patented metallized board and/or metallized lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers; or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board

is first authorized by the licensor; or by allow-
 10751 ance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented metallized board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented metallized board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less

than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented metallized board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented metallized board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Metallized Board Bulletin No. 1 shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented metallized board products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4'x4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "DUNNAGE—NOT TO BE SOLD" in letters at least 3" high. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY,

Vice President.

† Indicates change in this reissue.

10752

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 24, 1936

Conditions of Sale—Metallized Board License Bulletin
No. 5

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard, manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

Duration of Quotation and Specific Job Protection

Price Advances:

In the event of an increase in the minimum prices of patented metallized gypsum wallboard or metallized gypsum plasterboard, the advanced minimum price shall apply to all shipments made after the effective date of the price increase, except:

(1) On bona fide orders for dealers' stocks actually received and accepted at your home office in writing before effective date of the price increase and shipped by you within 10 days after effective date of price increase.

(2) For metallized gypsum lath on specific jobs on which the general contract is awarded prior to date of any price change and order for metallized gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(3) For metallized gypsum wallboard and/or metallized gypsum lath on specific gypsum roof jobs to gypsum roofing contractors on which the general contract is awarded prior to date of any price change and order for metallized gypsum wallboard and/or metallized gypsum lath is placed with the licensee within 30 days on private jobs, 60 days on Federal government jobs after the effective date of the price increase.

(4) (a) For metallized gypsum wallboard on specific Federal government jobs on which the general contract

is awarded prior to date of any price change and order for metallized gypsum wallboard is placed with the licensee within 60 days from effective date of price increase.

(b) For metallized gypsum wallboard on specific industrial housing projects on which the general contract is awarded prior to date of any price change and order for metallized gypsum wallboard is placed with the licensee within 30 days from effective date of price increase.

10753 (5) On orders received from the General Supply Committee of the Executive Departments and Independent Establishments of the United States Government under contract awarded by that committee prior to the effective date of price increase.

Federal Government Jobs

A Federal government job or contract is one where a department of the Federal government, as defined below, lets a contract direct to a general contractor, or where such a department of the Federal Government places an order directly with a licensee, such order being invoiced directly to such department for use solely and directly by such department.

The "Federal Government" as used herein shall mean the following departments of the Federal government.

- | | |
|-----------------------------|-----------------------------------|
| 1. Agricultural | 9. Navy |
| 2. Bureau of Indian Affairs | 10. Post Office |
| 3. Coast Guard | 11. State |
| 4. Commerce | (**) 12. Treasury |
| 5. Interior | 13. Veterans' Bureau |
| 6. Justice | (*) 14. War (Including CCC Camps) |
| 7. Labor | |
| 8. Marine Corps | 15. District of Columbia |

(Reference notes continued on following page)

(*) CCC Camps:
(Metallized Gypsum Wallboard)

In areas where the Federal government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and

10754 This classification does not include the following: TVA, PWA, CWA, HOLC, FERA, SHD, or any corporation formed by the Federal government for carrying out any works or projects, all such purchasers to be classified as consumers, and sold at the dealers delivered price plus contractor differentials as specified in Metallized Board License Bulletin No. 1 whether such sale is made to the corporation or directly to the department under which the corporation is formed.

(Réference notes from preceding page)

labor (such contractor is considered as the direct representative of the Federal government on the specific project being figured), the minimum price of patented metallized gypsum wallboard direct to the Federal government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the dealer delivered price f.o.b. cars railhead delivery only.

Where Metallized gypsum wallboard is sold and invoiced directly to the Federal government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of metallized gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

() WPA Projects:**

On purchases by or thru the State Procurement Division of the Treasury Department (to be invoiced direct to the Federal Government) for use on WPA projects, the minimum quoted price of patented metallized gypsum wallboard and/or metallized gypsum lath, for shipment in carloads, shall be the dealer delivered price f.o.b. cars railhead delivery only, plus \$2.50 per M sq. ft. on wallboard or \$1.25 per M sq. ft. on lath, less 2% cash discount on gross amount.

Shipment in carloads may include shipment in mixed cars with other gypsum products, providing all materials contained in such car are for use on a WPA project and providing entire carload is invoiced direct to the Federal government.

Where patented metallized gypsum wallboard and/or metallized gypsum lath is sold and invoiced directly to the Federal Government for WPA Projects, a maximum allowance of \$2.50 per M sq. ft. on wallboard and \$1.25 per M sq. ft. on lath may be made as a dealer commission.

Patented metallized gypsum board products for WPA projects when specified in quantities not for shipment in carloads as above outlined, or when WPA job site delivery, any quantity, is requested, shall be quoted through dealers only.

Allowances, Etc.: The minimum price fixed by licensor for patented metallized board and/or metallized lath shall not be reduced below such minimum price or prices by or through allowances, payment or rebate to customers for use of railroad siding; for switching performed after car has been originally set for unloading; for warehousing, trucking or unloading, or other service by them in connection with shipments or deliveries of patented metallized board and/or metallized lath. Nor shall such net cost to customer be reduced below such minimum price or prices by the establishment or continuance of warehouses with dealers or other buyers, or through allowance or adjustment on board which customer claims is of poor grade and not up to standard, except when such an allowance or adjustment on substandard board is first authorized by the licensor; or by allowance for any other reason whatsoever by a licensee direct or by a salesman of patented board out of his own compensation; or through the extension of other than regular terms to any such dealer or buyer. Quotations deducting the regular cash discount so that the quoted price is less than the minimum price to the licensee, are considered as quotations to sell at less than the minimum price and therefore in violation of the license agreement. On quotations to U. S. Government regular minimum delivered price less 2% of delivered price (cash discount) shall be the minimum price.

Also, where a salesman selling patented metallized board to a customer is authorized by licensee or its agent to sell the same wholly or partly on a commission basis, or where a salesman not employed by licensee makes a sale of patented metallized board to a customer on a commission basis and licensee or his agent accepts such sale, in either of such events the commission paid by the licensee is a deduction from the price at which the board is sold by licensee, and where after deducting such commission, the amount is less than the minimum price, licensor shall regard the sale as made at a price less than the minimum price fixed by licensor and a violation of the terms of the license agreement. Licensor also regards sales of patented metallized board by commission salesmen, without the written consent of licensor, as a violation of the terms of the license agreement.

10755

Sales to Other Gypsum Manufacturers:

There shall be no sale of patented metallized board products to manufacturers of gypsum products without the written consent of the licensor. When such written approval has been granted maximum discounts from the minimum dealer prices established by the licensor, as listed in Metallized Board License Bulletin No. 1, shall be 15% on wallboard and 12½% on plasterboard. Such permission is restricted to sales of patented metallized board products to said manufacturers for resale to the dealer trade at wholesale, and is not to apply to such materials sold at retail.

The minimum of 5000 sq. ft. of patented gypsum board and/or lath products as required for pickups and shipments out of Eastern mills and warehouses does not apply for pickups by or deliveries to other gypsum manufacturers, providing such pickups or deliveries are destined for manufacturer's own warehouse or plant. If picked up or shipped for delivery direct to a dealer's warehouse, then the 5000 sq. ft. minimum shall apply.

Dunnage:

Gypsum boards used for dunnage and not invoiced to the customer shall be not larger than 4' x 4' and any gypsum boards so used with any dimension greater than 12" shall be plainly stamped in red on the face side of each board, showing the words "Dunnage—Not To Be Sold" in letters at least 3" high. Excessive dunnage is a violation of the license agreement.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

† Indicates change in this reissue.

5750

10756

Government's Exhibit No. 253

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 10, 1936.

Supplement to Metallized Board License Bulletin No. 1

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective December 12, 1936, the minimum dealer price of 3/8" patented metallized gypsum plasterboard for shipment into Lower Michigan (except Monroe County and except the Detroit Area as described in Board License Bulletin No. 1) is \$21.00 per M sq. ft. in cars f.o.b. mill, Detroit, Michigan.

Effective December 12, 1936, the minimum dealer price of 3/8" patented metallized gypsum plasterboard for shipment into Monroe County Michigan, in straight, pool or mixed cars, is \$22.50 per M sq. ft., f.o.b. cars, delivered to dealers warehouse or siding.

Effective December 12, 1936, the minimum dealer price of 3/8" patented metallized gypsum plasterboard for shipment into Lucas County, Ohio and town of Perrysburg, Ohio, in straight, pool or mixed cars, is \$23.00 per M sq. ft. f.o.b. cars, delivered to dealers warehouse or siding.

Minimum dealer price of 3/8" patented metallized gypsum plasterboard for shipment into the Detroit Area remains as stated in Board License Bulletins Nos. 1 and 3.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10757

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 9, 1936.

Supplement to Metallized Board License
Bulletins No. 1 and No. 2.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective December 11, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Effective December 11, 1936 minimum dealer prices for patented metallized gypsum board products f.o.b. cars Heath, Montana, are as follows:

	Weight Per M Sq. Ft.	Price Per M Sq. Ft.
1/4" Metallized Gypsum Wallboard	950 #	\$32.00
3/8" Metallized Gypsum Wallboard	1400 #	39.50
1/2" Metallized Gypsum Wallboard	1900 #	43.00
1/2" Metallized Gypsum Sheathing	1900 #	39.00
3/8" Metallized Gypsum Plaster-board	1400 #	32.50

Prices also apply for pickups.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5752

10758

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 5, 1936.

Supplement to Metallized Board License
Bulletins No. 1 and No. 3.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that effective December 7, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

(1) Effective December 7, 1936, the minimum prices of patented metallized gypsum board products, in straight and pool cars, or mixed cars with other gypsum products, f.o.b. cars delivered to dealers warehouse or siding in State of Connecticut and in Cheshire, Sullivan, Merrimac and Belknap Counties, New Hampshire, are as follows:

1/4" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	1/2" Metallized Gypsum Wallboard	3/8" Metallized Gypsum Lath
\$28.00	\$33.00	\$34.00	\$30.00	\$23.00

For minimum prices of patented metallized gypsum board products delivered to dealers warehouse by truck within the above outlined area, add \$1.00 per M sq. ft. to prices for deliveries by rail. Minimum truckloads shall be as defined in paragraph (7) of Metallized Board License Bulletin No. 3.

(2) Effective December 7, 1936, the minimum prices for 3/8" patented metallized gypsum lath as provided in Metallized Board License Bulletin No. 1 for shipment into Palm Beach, Dade, Broward and Monroe Counties, Florida, shall also apply to minimum carload quantities (20 tons) delivered by truck to dealers warehouse, providing such carload quantity is consigned to one destination and invoiced to one account, and providing delivery of entire carload quantity is made at one time. Patented gypsum lath may be combined with gypsum bag goods to make minimum weight.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10759

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 24, 1936.

Supplement to Metallized Board License
Bulletins No. 1 and No. 3

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective November 27, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective November 27, 1936, the minimum price of 3/8" patented metallized gypsum plasterboard, in sizes 16" x 32" and 16" x 48" only, for shipment into Kings, Queens, Nassau and Suffolk Counties, New York is \$21 per M sq. ft. f.o.b. cars or truck delivered to dealers warehouse or siding. Price applies for shipment in straight, pool or mixed cars, also for shipment in minimum truckloads (any mixture) as defined in paragraph (7) of Board License Bulletin No. 3.

Cancel all 1/2" T&G Metallized Sheathing exceptions as listed in Metallized Board License Bulletins #1 and #3. Effective November 27, 1936, the minimum price of 1/2" patented metallized gypsum sheathing is \$29.00 per M sq. ft. f.o.b. mills as listed in Metallized Board License Bulletin No. 1, without exception. For truck deliveries add amounts as specified in Board License Bulletin #3. For deliveries in cars into Chicago and Detroit Areas, minimum prices become \$29.50 and \$29.60 per M sq. ft. respectively, f.o.b. cars delivered to dealers warehouse or siding.

Very truly yours,

UNITED STATES GYPSUM COMPANY

President.

5754

10760

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 3, 1936

Supplement to Metallized Board License
Bulletins No. 1 and No. 3 Dated July 23, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective September 5, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

3/8" Metallized Plasterboard: Effective September 5, 1936 the minimum price of 3/8" patented metallized gypsum plasterboard in straight, pool or mixed carloads or in trucks with other gypsum products is \$22.00 per M sq. ft. FOB cars or trucks delivered to dealers warehouse or siding in Niagara, Erie (including town of Gowanda, N. Y.) Monroe and Wayne Counties, New York.

This price does not apply to 32" x 48" board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10761

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 3, 1936.

Supplement to Metallized Board License Bulletin No. 1
Dated July 23, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective September 5, 1936 the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

5/16" Metallized Plasterboard: Effective September 5, 1936 the minimum price of 5/16" Metallized Plasterboard (weight 1175# per M) for shipment into state of Minnesota is \$19.75 per M sq. ft. FOB Fort Dodge, Iowa, East Chicago, Indiana and Grand Rapids, Michigan.

This cancels price of \$22.00 per M sq. ft. FOB cars delivered into Hennepin and Ramsey Counties, Minnesota as shown on page 5 of Metallized Board License Bulletin No. 1 dated August 22, 1936.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10762

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JUNE 23, 1936.

Supplement of Metallized Board License Bulletins

DEAR SIR: Referring to our license contract with you, you are hereby notified that effective June 25, 1936, the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

(1) 1/4" Metallized Wallboard:

(a) For shipment into those areas where mill price of 1/4" regular patented gypsum wallboard is \$20.00 per M sq. ft., the minimum mill price of 1/4" patented metallized gypsum wallboard is \$27.00 per M sq. ft.

(b) For shipment into those areas where mill price of 1/4" regular patented gypsum wallboard is \$21.00, \$22.00 or \$22.50 per M sq. ft., the minimum mill price of 1/4" patented metallized wallboard is \$27.50 per M sq. ft.

(2) 3/8" Metallized Wallboard:

(a) For shipment into those areas where mill price of 3/8" regular patented gypsum wallboard is \$25.00 per M sq. ft., the minimum mill price of 3/8" patented metallized gypsum wallboard is \$32.00 per M sq. ft.

(b) For shipment into those areas where mill price of 3/8" regular patented gypsum wallboard is \$26.00 per M sq. ft., the minimum mill price of 3/8" patented metallized gypsum wallboard is \$33.00 per M sq. ft.

(c) For shipment into those areas where mill price of 3/8" regular patented gypsum wallboard is either \$27.00 or \$28.50 per M sq. ft., the minimum mill price of 3/8" patented metallized gypsum wallboard is \$33.50 per M sq. ft.

(3) 1/2" Metallized Wallboard:

(a) For shipment into those areas where mill price of 1/2" regular patented gypsum wallboard is \$26.00 per M sq. ft., the minimum mill price of 1/2" patented metallized gypsum wallboard is \$33.00 per M sq. ft.

(b) For shipment into those areas where mill price of 1/2" regular patented gypsum wallboard is either \$29.00 or \$31.00 per M sq. ft., the minimum mill price of 1/2" patented metallized gypsum wallboard is \$36.00 per M sq. ft.

10763 (4) 1/2" Metallized T & G Gypsum Sheathing:

(a) The minimum price of 1/2" patented metallized T & G Gypsum sheathing for shipment in cars, also for shipment by truck into established trucking areas, is \$7.00 per M sq. ft. higher than corresponding mill or delivered price of regular 1/2" patented T & G gypsum sheathing.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice-President

10764

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MAY 7, 1936

Supplement to "Metallized" Board License Bulletins.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Effective immediately minimum dealer prices of patented metallized gypsum wallboard and metallized gypsum lath f.o.b. cars at Boston (Charlestown), Mass., Detroit, Mich., East Chicago, Ind., New Brighton, S. I., N. Y., and Philadelphia, Pa. mills, are as follows:

Metallized Wallboard			Metallized Lath
$\frac{1}{4}$ "	$\frac{3}{8}$ "	$\frac{1}{2}$ "	$\frac{3}{8}$ " Only.
27.50	33.50	36.00	*22.00

* Minimum price of \$22.00 for patented metallized lath applies for shipment to destinations east of the Mississippi River only.

Minimum prices for pickups and shipments in carloads or by truck into Metro New York-New Jersey, Philadelphia and Boston Trucking Areas, for shipment in carloads or by truck into the Detroit Trucking Area and for shipment in carloads into the Chicago Area are \$5.00 per M sq. ft. (on metallized wallboard) and \$7.00 per M sq. ft. (on metallized lath) higher than corresponding prices for regular patented gypsum wallboard and/or lath as listed in regular Board License Bulletins dated May 4, 1936 and in supplemental telegram dated May 6, 1936.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5758

10765

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 13, 1936.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective February 15, 1936 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Rocs patent number 1,914,345, are changed as follows:

(1) 3/8" Metallized Wallboard. The minimum price of 3/8" patented metallized gypsum wallboard for shipment into city of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster and Claiborne Counties, Louisiana is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma.

(2) 1/2" Metallized Wallboard. The minimum price of 1/2" patented metallized gypsum wallboard for shipment into city of Texarkana, Arkansas, also into Caddo, Bossier, De Soto, Red River, Bienville, Webster, and Claiborne Counties, Louisiana is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma.

The minimum price of 1/2" patented metallized gypsum wallboard for shipment into states of Kansas and Nebraska is \$34.50 per M sq. ft. f.o.b. Fort Dodge, Iowa or Southard, Oklahoma.

Prices apply for standard sizes as listed in Bulletin No. 4.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10766

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 6, 1936.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934. And "Metallized" Board License
Bulletin No. 3—Dated January 10, 1936.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective February 7, 1936 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

(1) In straight carloads of patented gypsum board and/or lath products, consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Philadelphia Area as follows: Bucks, Montgomery, Chester, Delaware and Philadelphia Counties, Pa. and Camden County, N. J.

On pool cars or mixed cars into the Philadelphia Area as described above, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimums.

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined area have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum price fixed by the licensor and a violation of the terms of the license agreement.

(2) Del'd by Truck Prices into Philadelphia Area. Minimum price of patented gypsum board and/or lath delivered by truck to dealer's warehouse is same as delivered by rail in mixed cars. This applies to Bucks, Montgomery, Chester,

Delaware and Philadelphia Counties, Pa. and Camden County, N. J. Minimum quantity 5000 sq. ft. gypsum board and/or lath consigned to one destination and invoiced to one account, delivered by manufacturer's own trucks or those hired by manufacturer from regular trucking companies. Note: Any mixture of metallized and regular patented board products may be combined to make up the required minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10767

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 20, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Referring to paragraph number one of supplement dated November 6, 1935 in reference to minimum prices of 5/16" patented metallized gypsum plasterboard:

Effective immediately the sale of 5/16" patented metallized gypsum plasterboard for shipment into Kings and Queens counties, New York and Mercer county, New Jersey is discontinued.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10768

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

DECEMBER 9, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Effective December 11, 1935, the minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, is as follows:

\$23.00 per M sq. ft. f.o.b. cars delivered into Hennepin County, Minnesota (Minneapolis) and Ramsey County, Minnesota (St. Paul).

The above price applies for sizes 16"x32" and 16"x48" only, bundled.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10769

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 22, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

(1) Effective November 25, 1935 the minimum price of 3/8" patented metallized gypsum plasterboard for delivery into Detroit Area consisting of Wayne County, Michigan; towns of Birmingham, Clauson, Farmington, Ferndale and Royal Oak in Oakland County, Michigan; also towns of Warren, Halfway, Fraser, Roseville and Centerline in Macomb County, Michigan is as follows:

\$22.00 per M sq. ft. delivered to dealers warehouse or siding, in cars or trucks. Truck delivery shall be in minimum straight loads of 5000 sq. ft. (any mixture) patented gypsum board and/or lath products, or in mixed loads, minimum weight 5 tons with other products, consigned to one destination and invoiced to one account. Only those materials taking regular straight or mixed carload plaster and board rates may be included to make minimum weight. Patented metallized gypsum board products other than 3/8" plasterboard included in such truckloads shall take the regular carload delivered price.

(2) Effective November 25, 1935 the minimum price of 3/8" patented metallized gypsum plasterboard for shipment in straight and pool carloads or in mixed carloads with other gypsum products, to destinations outside the Detroit Area as described above is \$22.00 per M sq. ft. f.o.b. cars Detroit, Michigan; Grand Rapids, Michigan; or Gypsum, Ohio.

The above prices apply for standard sizes as listed in Metallized Board License Bulletin No. 4.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10770

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

NOVEMBER 6, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

(1) Effective November 8, 1935, the minimum price of 5/16" patented metallized gypsum plasterboard (weight 1175# per M), in straight and pool carloads, or in mixed carloads with other gypsum products, is as follows:

—\$22.00 per M sq. ft. f.o.b. cars delivered into Marion County, Indiana (Indianapolis); Sangamon County, Illinois (Springfield); Henrico County, Virginia (Richmond); Hartford County, Connecticut (Hartford); Hampden County, Massachusetts (Springfield); Providence County, Rhode Island (Providence); Mercer County, New Jersey (Trenton); Lancaster County, Pennsylvania (Lancaster); Cuyahoga County (Cleveland) and towns of Willoughby and Wickliffe, Ohio; also following towns in Missouri: St. Louis, Ferguson, Kinloch, Overland, Brentwood, Kirkwood, Jennings, Wellston, Clayton, Webster Groves, Maplewood, Gravois Station, Old Orchard and Lake Junction.

—\$22.00 per M sq. ft., in minimum quantities of 5000 sq. ft. consigned to one destination and invoiced to one account, f.o.b. cars or trucks delivered into Kings and Queens Counties, New York.

—\$25.00 per M sq. ft. f.o.b. cars delivered into Woodbury County, Iowa (Sioux City).

—\$26.00 per M sq. ft. f.o.b. cars delivered into towns of Kansas City, Dodson and Edgecomb, Missouri; also into towns of Rosedale, Waldo, Argentine, Westport, Overland Park and Kansas City, Kansas.

The above prices apply for sizes 16"x32" and 16"x48" only, bundled.

(2) Effective November 8, 1935 the minimum price of 3/8" patented metallized gypsum wallboard, for shipment into states of Texas and New Mexico is \$30.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma. Price applies for standard sizes as listed in Bulletin No. 4.

(3) Effective November 8, 1935 the minimum price of 1/2" patented metallized gypsum wallboard for shipment into states of Texas and New Mexico is \$31.00 per M sq. ft. f.o.b. Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma; for shipment into states of Oklahoma, Arkansas, Louisiana and Arizona \$34.50 per M sq. ft. 10771 f.o.b. Fort Dodge, Iowa; Acme, Texas; Sweetwater, Texas; or Southard, Oklahoma. Prices apply for standard sizes as listed in Bulletin No. 4.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10772

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 25, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

A. W. IRWIN,
Office

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

CCC Camps—(As listed below)
(Metallized Gypsum Wallboard)

The minimum prices of 1/4" patented metallized gypsum wallboard in minimum carload quantities f.o.b. cars delivered, railhead delivery only, sold direct to and invoiced direct to the Federal Government for CCC Camps at destinations listed below, are as follows:

Item No.	Camp	Railhead	Net Prices F. O. B. Railhead.		
			Per M Sq. Ft.	Per Square Foot	Total For 47000 Sq. Ft.
1	A-3	Beltsville, Md.	\$29.09	\$.02909	1367.23
2	A-4	Beltsville, Md.	29.09	.02909	1367.23
3	S-64	Parkton, Md.	28.91	.02891	1358.77
4	S-65	Piedmont, W. Va.	28.91	.02891	1358.77
5	S-66	Frostburg, Md.	28.91	.02891	1358.77
6	S-67	Oakland, Md.	28.91	.02891	1358.77
7	S-68	Piedmont, W. Va.	28.91	.02891	1358.77
8	SCS-5	White Hall, Md.	28.91	.02891	1358.77
9	NP-12	Luray, Va.	28.81	.02881	1354.07
10	P-77	Lawrenceville, Va.	29.09	.02909	1367.23
11	P-78	Hanover, Va.	28.91	.02891	1358.77
12	P-79	Fremont, Va.	28.99	.02899	1362.53
13	P-80	Moseley, Va.	28.81	.02881	1354.07
14	P-88	Amelia, Va.	28.81	.02881	1354.07
15	P-89	Farmville, Va.	28.53	.02853	1340.91
16	SCS-2	Danville, Va.	28.53	.02853	1340.91
17	SCS-3	Rocky Mount, Va.	28.25	.02825	1327.75
18	SCS-4	Ridgeway, Va.	28.53	.02853	1340.91
19	SCS-9	Lynchburg, Va.	28.53	.02853	1340.91
20	SP-22	Quantico, Va.	28.99	.02899	1362.53
21	SP-23	Alexandria, Va.	28.91	.02891	1358.77
22	F-16	Massie's Mill, Va.	29.37	.02937	1380.39
23	F-17	Big Island, Va.	28.81	.02881	1354.07

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Net Prices F. O. B. Railhead

Item No.	Camp	Railhead	Per M Sq. Ft.	Per Square Foot	Total For 47000 Sq. Ft.
24	F-8	Endeavor, Pa.	\$29.55	\$.02955	1388.85
25	F-9	Marienville, Pa.	28.72	.02872	1349.84
26	F-10	Hidgway, Pa.	28.53	.02853	1340.91
27	F-11	Kane, Pa.	28.53	.02853	1340.91
28	F-12	Kane, Pa.	28.53	.02853	1340.91
29	F-13	Sheffield, Pa.	28.53	.02853	1340.91
30	F-14	Bradford, Pa.	28.53	.02853	1340.91
31	SCS-1	Home, Pa.	28.62	.02862	1345.14
32	SCS-2	Punxsutawney, Pa.	28.53	.02853	1340.91
33	S-143	Karthaus, Pa.	28.91	.02891	1358.77
34	S-144	Emporium, Pa.	28.53	.02853	1340.91
35	S-145	Montoursville, Pa.	28.72	.02872	1349.84
36	P-146	Austin, Pa.	29.09	.02909	1367.23
37	S-147	Emporium, Pa.	28.53	.02853	1340.91
38	S-148	Mifflinburg, Pa.	28.91	.02891	1358.77
39	S-149	Gouldsboro, Pa.	28.91	.02891	1358.77
40	P-150	Moosic, Pa.	28.72	.02872	1349.84
41	P-153	Nesquehoning, Pa.	28.91	.02891	1358.77
42	S-154	Bedford, Pa.	28.91	.02891	1358.77
43	S-155	Galeta, Pa.	29.09	.02909	1367.23
44	SP-6	Burgettstown, Pa.	28.53	.02853	1340.91
45	SP-8	Rockwood, Pa.	28.91	.02891	1358.77
46	SP-11	Jamestown, Pa.	28.53	.02853	1340.91
47	SP-12	Ohiopyle, Pa.	28.91	.02891	1358.77
48	SP-13	Allentown, Pa.	28.91	.02891	1358.77
49	SP-15	Rockwood, Pa.	28.91	.02891	1358.77
50	SP-16	Burgettstown, Pa.	28.53	.02853	1340.91
51	SP-17	Birdsboro, Pa.	28.91	.02891	1358.77

Where patented metallized gypsum wallboard is sold and invoiced directly to the Federal Government for the above CCC Projects, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10774

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

SEPTEMBER 9, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934. (Confirms Telegram)

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

CCC Camps—Michigan
(Metallized Gypsum Wallboard)

The minimum prices of 3/8" patented metallized gypsum wallboard in minimum carload quantities f.o.b. cars delivered, railhead delivery only, sold direct to and invoiced direct to the Federal Government for Michigan CCC Camps at destinations listed below, are as follows:

Destination		Net Prices Item No. 1 (3/8"x48"x8')		Net Prices Item No. 2 (3/8"x48"x10'4")	
		Per Piece	Total For 740 Pieces	Per Piece	Total For 600 Pieces
Skandia	(for Camp Dukes)	\$1.16	\$858.40	\$1.60	\$960.00
Chatham	(for Camp Chatham)	1.156	855.44	1.594	956.40
Ensign	(for Camp Sundstrum)	1.156	855.44	1.594	956.40
Gibbs City	(for Camp Gibbs)	1.156	855.44	1.594	956.40
Nahma Jct.	(for Camp Mormon Creek)	1.156	855.44	1.594	956.40
Wetmore	(for Camp Evelyn)	1.156	855.44	1.594	956.40
Trout Lake	(for Camp Trout)	1.156	855.44	1.594	956.40
Iron River	(for Camp James Lake)	1.156	855.44	1.594	956.40
Munising	(for Camp Antrim)	1.156	855.44	1.594	956.40
Crystal Falls	(for Camp Venable)	1.156	855.44	1.594	956.40
Semy	(for Camp Fox)	1.156	855.44	1.594	956.40
St. Ignace	(for Camp St. Martins)	1.151	851.74	1.589	953.40
Watersmeet	(for Camp Duck Lake and Camp Paulding)	1.165	862.10	1.6056	963.36
Ironwood	(for Camp Norrie)	1.165	862.10	1.6056	963.36

Where patented metallized gypsum wallboard is sold and invoiced directly to the Federal Government for the above CCC Projects, in minimum carload quantities, a

10775 maximum allowance of \$1.50 per M square feet may be made as a dealer commission. When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10776

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 27, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective September 1, 1935 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective September 1, 1935 the minimum price of 1/4" patented metallized gypsum wallboard for shipment into states of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware, Maryland and District of Columbia is \$27.50 per M sq. ft. f.o.b. Oakfield, New York, Gypsum, Ohio and Plasterco, Virginia.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10777

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

AUGUST 21, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective August 26, 1935 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective August 26, 1935 the minimum price of 1/4" patented metallized gypsum wallboard for shipment into states of Illinois, Indiana, Ohio and Michigan is \$27.50 per M sq. ft. f.o.b. Grand Rapids, Mich., Fort Dodge, Ia., and Gypsum, Ohio.

Effective August 26, 1935 add the states of Montana, Colorado and Wyoming to area wherein stopover charges need not be included in the minimum price of patented metallized gypsum board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10778

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 19, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 22d, 1935 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufac-

5770

tured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Effective July 22d, 1935 add the state of Kentucky to area wherein stopover charges need not be included in the minimum price of patented metallized gypsum board.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10779

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 5, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective July 10th, 1935 at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective July 10, 1935 the minimum price of 1/4" patented metallized gypsum wallboard for shipment into states of Minnesota, Iowa, Wisconsin, Upper Michigan, Kentucky, West Virginia and Virginia is \$27.50 per M sq. ft. f.o.b. Fort Dodge, Ia., Gypsum, Ohio, Grand Rapids, Mich., Oakfield, N. Y., and Plasterco, Va.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10780

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JULY 3, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Add to paragraph (2), page 3, Bulletin No. 1:

Delivered Carload Minimum Prices to—

Same as—

Arlington Siding (Poughkeepsie), N. Y. Poughkeepsie, N. Y.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10781

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 19, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

Cancels letter Supplement of February 26, 1935
CCC Camps

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

**CCC Camps:
(Metallized Gypsum Wallboard)**

In areas where the Federal Government carries out CCC Camp construction directly or by letting contract to a contractor to furnish both material and labor (such contractor is considered as the direct representative of the Federal Government on the specific project being figured) the minimum price of patented metallized gypsum wallboard direct to the Federal Government or to such contractor under such conditions only for CCC Projects, in minimum carload quantities, is the respective dealer delivered price, f.o.b. cars railhead delivery only.

Where patented metallized gypsum wallboard is sold and invoiced directly to the Federal Government or to such contractor under such conditions, for CCC Projects only, in minimum carload quantities, a maximum allowance of \$1.50 per M square feet may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M square feet, total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, amount and date of payment to each dealer, must be filed with the licensor with the regular monthly reports.

Where less carload quantities of patented metallized gypsum wallboard are required, or CCC Camp site delivery, any quantity, is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10782 ~~UNITED STATES GYPSUM COMPANY~~
 300 West Adams Street
 CHICAGO

APRIL 12, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
 Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Effective immediately the minimum price of 1/4" patented metallized gypsum wallboard for shipment into the following states:

Alabama	Louisiana	Oklahoma
Arizona	Mississippi	So. Carolina
Arkansas	Missouri	So. Dakota
Colorado	Montana	Tennessee
Florida	Nebraska	Texas
Georgia	New Mexico	Utah
Idaho	No. Carolina	Wyoming
Kansas	No. Dakota	

is \$27.50 per M sq. ft. f. o. b. Plasterco, Va., Grand Rapids, Mich., Ft. Dodge, Ia., Southard, Okla., Sweetwater, Texas and Acme, Texas.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5774

10783

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 9, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

MR. A. W. IRWIN,
Office

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

The minimum delivered prices of patented metallized gypsum wallboard and metallized gypsum plasterboard will be directly affected by the permissive order of the Interstate Commerce Commission authorizing an increase in freight rates. On Interstate traffic the freight increase becomes effective on the effective date of the Interstate tariff, and in Intrastate traffic the freight increase is effective when approved by the State Commission.

When emergency freight charges become effective the minimum delivered price of patented metallized gypsum wallboard and metallized gypsum plasterboard is to be the lowest combination of mill price plus freight, including emergency charge, from that mill to destination, as follows:

Where the minimum delivered price is the result of mill price plus Interstate freight, the increase is to be added on the effective date of the Interstate tariff.

Where the minimum delivered price is the result of mill price plus Intrastate freight, the increase is effective when approved by the State Commission.

The amount of increase in freight to be added to minimum f.o.b. mill prices of patented metallized gypsum wallboard and metallized gypsum plasterboard shall be as detailed in schedule attached.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10784 Patented Metallized Gypsum Wallboard and Lath
 Opposite old rate, using the table below, is the
 proper new pricing rate, in cents per 100 pounds:

Old rate	New rate	Old rate	New rate	Old rate	New rate
.05	.05	.18	.19	.31	.33
.055	.06	.185	.20	.315	.34
.06	.06	.19	.20	.32	.34
.065	.07	.195	.21	.325	.35
.07	.07	.20	.21	.33	.35
.075	.08	.205	.22	.335	.36
.08	.09	.21	.22	.34	.36
.085	.09	.215	.23	.345	.37
.09	.10	.22	.24	.35	.37
.095	.10	.225	.24	.355	.38
.10	.11	.23	.25	.36	.39
.105	.11	.235	.25	.365	.39
.11	.12	.24	.26	.37	.40
.115	.12	.245	.26	.375	.40
.12	.13	.25	.27	.38	.41
.125	.13	.255	.27	.385	.41
.13	.14	.26	.28	.39	.42
.135	.14	.265	.28	.395	.42
.14	.15	.27	.29	.40	.43
.145	.16	.275	.29	.405	.43
.15	.16	.28	.30	.41	.44
.155	.17	.285	.30	.415	.44
.16	.17	.29	.31	.42	.45
.165	.18	.295	.32	.425	.45
.17	.18	.30	.32	.43	.46
.175	.19	.305	.33		

On all old rates over 43¢ per cwt. to secure new rate add
 flat 3¢ per cwt. (.435 becomes .465, .44 becomes .47, etc.)

Stopover Charges: In that area where stopover charges
 are now absorbed the Emergency increase applicable to
 stopover charge shall also be absorbed. In those states
 where stopover charges are not absorbed, the Emergency
 increase (10%) which is applicable to stopover charges
 shall be added. (\$6.30 charge becomes \$6.93, etc.)

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10785

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 4, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Add Warren and Sussex Counties, New Jersey to Metro N. Y.-N. J. Area as described in paragraph (y) on page 2 of Metallized Board License Bulletin No. 1 dated December 31, 1934.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10786

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 18, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective immediately at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345 are changed as follows:

Refer to page 1 of "Metallized" Board License Bulletin No. 1 dated December 31, 1934. Change second paragraph to read as follows:

Delivered price is lowest combination of mill price plus freight from that mill to destination. In stopover cars delivered price for any part of car is carload delivered price as above defined to point of delivery of that part of car. In every case rates as shown in published railroad freight tariffs apply. To determine board footage required to meet straight or mixed carload minimum weights, as shown in published railroad freight tariffs, use weights per M sq. ft. as given in supplement dated February 25, 1935.

The weights referred to above, given you in supplement dated February 25, 1935, are as follows:

1/4" thickness—	950 #	per M sq. ft.
3/8" " "	—1400 #	" " " "
1/2" " "	—1900 #	" " " "

We desire to emphasize that all shipments of patented gypsum board products, in straight carloads or in mixed carloads with other gypsum products, are to be figured, for purposes of meeting required minimum weights, at weights per M sq. ft. as shown above.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10787

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

MARCH 12, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934

DEAR SIRS: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

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Add the following to emphasize the meaning of paragraph (y) on page 2 of "Metallized" Board Bulletin No. 1 dated December 31, 1934:

Where any licensee or any of its employees, salesmen or executives has knowledge or notice, either directly or indirectly, that orders for less than straight car quantities of patented gypsum board products to be shipped into the above defined area have been pooled for the purpose of or for effect of obtaining the reduced price for straight cars for each participant in the pool, licensor shall regard such sale as made at a price less than the minimum priced fixed by the licensor and a violation of the terms of the license agreement.

Yours very truly,

UNITED STATES GYPSUM COMPANY

Vice President.

10788

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 26, 1935

Supplement to 'Metallized' Board License Bulletin No. 1
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are as follows:

CCC Camps:

The minimum price of metallized wallboard and/or metallized plasterboard direct to the Federal Government for CCC Projects in minimum carload quantities is the dealer delivered price f.o.b. cars, railhead delivery only.

Where patented metallized wallboard or metallized plasterboard is sold and invoiced direct to the Federal Government for CCC Projects, a maximum allowance of \$1.50 per M sq. ft. may be made as a dealer commission.

When such commissions are paid to dealers, a detailed statement of the name and location of the camp, date shipped, footage sold, the unit price per M sq. ft., total amount of the billing, total amount of the commission, name and location of the dealer or dealers receiving the commission, method of distribution, and amount and date of payment to each dealer must be filed with the licensor with the regular monthly reports.

Where less carload quantities of patented metallized wallboard and/or metallized plasterboard are required, or Campsite delivery any quantity is requested, quotation will be made only through dealers.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10789

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

FEBRUARY 25, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934.

DEAR SIRs: Referring to our license contract with you, you are hereby notified that the minimum prices effective March 1, 1935, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are changed as follows:

Change Weights of patented Metallized Wallboard and Metallized Plasterboard as follows:

1/4" thickness—	950#	per M sq. ft.
3/8" " "	—1400#	" " " "
1/2" " "	—1900#	" " " "

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

5780

10790

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 21, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934 and to "Metallized" Board License
Bulletin No. 2—Dated December 31, 1934

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Change paragraph (y) on page 2 of "Metallized" Board Bulletin No. 1 dated December 31, 1934 to read as follows:

(y) In straight carloads of patented gypsum board and/or lath products, consigned to one destination and invoiced to one account, deduct \$2.00 per M sq. ft. from f.o.b. Oakfield prices for shipment by rail to dealers warehouse or nearest siding in Metropolitan New York-New Jersey Area as follows: Manhattan, Bronx, Kings, Queens, Richmond, Westchester, Rockland, Nassau and Suff. Counties, New York; Hudson, Essex, Union, Bergen, Passaic, Morris, Middlesex, Mercer, Somerset, Monmouth, Hunterdon and Ocean Counties, New Jersey.

On pool cars or mixed cars into this area, minimum quantity is 5000 sq. ft. of patented gypsum board and/or lath products to one destination. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Add reference (*) to pickup prices as shown in "Metallized" Board Bulletin No. 2 dated December 31, 1934 f.o.b. Boston and Portsmouth, Metro N. Y.-N. J. Warehouses, Oakfield and Philadelphia as follows:

(*) Minimum pickup 5000 sq. ft. patented gypsum board and/or lath products. Note: Any mixture of metallized and regular patented board products may be combined to make up the 5000 ft. minimum.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President

10791

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 9, 1935

Supplement to "Metallized" Board License Bulletin No. 1—
Dated December 31, 1934—Carload Shipments.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Change second sentence of reference (*) as issued January 4, 1935 to read:

"Rate applying to 80,000 lb. minimum out of Fort Dodge or Grand Rapids into these states etc."

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

5782

10792

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

JANUARY 4, 1935.

Supplement to "Metallized" Board License Bulletin No. 1—
Dated 12-31-34—Carload Shipments.

DEAR SIR: Referring to our license contract with you, you are hereby notified that the minimum prices effective until further notice, at which you may sell metallized gypsum wallboard and metallized gypsum plasterboard manufactured by you and embodying the inventions and improvements set forth and claimed in patents under which you are licensed, including Roos patent number 1,914,345, are supplemented as follows:

Add reference (*) to minimum prices for patented Metallized Wallboard f.o.b. Ft. Dodge, Iowa and Grand Rapids, Michigan, also add reference (*) to minimum price for patented Metallized Plasterboard f.o.b. Grand Rapids, Michigan, as follows:

(*) In the states of Illinois and Wisconsin, to all destinations where a 60000 lb. minimum (from Fort Dodge or Grand Rapids) is in effect; delivered prices of patented Metallized Wallboard and/or Lath, in pool cars, stopover cars, straight cars or mixed cars with other gypsum products, will be mill base price plus 60000 lb. rate regardless of minimum shipped. Rate applying to 80000 lb. minimum out of Fort Dodge into these states will be used in pricing patented Metallized Wallboard in carloads or pool cars consigned to a single destination only, with the exception that shipments to the City of Superior, Wisconsin may be priced on the 80000 lb. rate when included in 80000 lb. stopover cars with shipments for the Twin Cities, Duluth and Steelton, Minnesota.

Very truly yours,

UNITED STATES GYPSUM COMPANY

Vice President.

10793

Government's Exhibit No. 254

NOVEMBER 26, 1934

BUFFALO

Subject: METALLIZED GYPSUM BOARD & LATH

H. H. Van Hagan - eoc

TO: Messrs.

H. F. Barnard—Acme

H. W. Neumeister—Akron

E. L. Flinn—Fort Dodge

O. F. Grieve—Grand Rapids

C. C. Whetstone—Gypsum

cc: C. O. Brown, V.P.—New York

W. A. Phelps—New York

G. A. Hoggatt—Buffalo

For your information would advise that our company has recently signed up a license agreement with the United States Gypsum Company permitting us to manufacture and sell Metallized Wallboard and Lath. By Metallized Wallboard we mean the board with pasted sheet of aluminum foil applied to one or both sides, as the order may specify. By reference to your Gypsum Price List you will note price on this product incorporated therein.

For your further information would advise that we do not propose to manufacture this product for the present but have worked out an arrangement for the purchase of this board from the United States Gypsum Company and which we will secure from their various plants, locations of which will be furnished you later.

There is also the matter of samples and labels to be used on the board, all of which is to be developed and on which matters you will be advised later. I am merely giving you this preliminary notice so that you will understand what is taking place and so that when further data is given you regarding points at which stock can be secured and source of samples, you can readily get yourself into position to handle orders for this product when submitted by the Sales Department.

I am giving copy of this letter to Mr. Phelps and presume that he is developing information regarding the sizes and quantities of samples which we will provide together with labels for samples and labels to be applied to the wallboard and lath panels themselves.

5784

10794

Government's Exhibit No. 255

MARCH 26, 1935.

MR. A. W. IRWIN, Assistant Comptroller
United States Gypsum Company,
300 West Adams Street,
Chicago, Illinois.

DEAR SIR:

Your letter of March 19th, for the attention of Mr. Nelson, has been referred to the writer.

Item X, in the Plaster Board Agreement reads in part as follows:

"Licensee agrees that on or before the fifteenth day of each calendar month it will furnish to Gypsum Company a written report * * * showing the total amount of plaster board having a metallized surface sold by Licensee during the preceding calendar month and which was manufactured by Licensee under the rights, licenses and privileges herein granted * * *".

This is to advise that Certain-teed has not manufactured any Board under the License Agreement, but all Board which todate has been sold has been purchased from your Company. Under these circumstances, is it your desire that we send through a report each month showing no information to be reported or is this letter sufficient? You may rest assured that as soon as we start in manufacturing metallized board we will promptly report all sales in accordance with the Agreement.

Awaiting your further advice in regard to the matter in question, we are

Very truly yours,

Assistant Auditor

EHL/H

10795

Government's Exhibit No. 256

UNITED STATES GYPSUM COMPANY
300 West Adams Street
CHICAGO

APRIL 4, 1935.

CERTAIN-TEED PRODUCTS CORPORATION
100 East 42nd Street,
New York, N. Y.

Attention: Mr. E. H. Laney,
Assistant Auditor

Gentlemen:

Thank you for your letter of March 26th, advising us that you have not manufactured any board under the license agreement dated November 2, 1934.

While it would be preferable that you send us a report each month even though you have manufactured and sold no board under this license, it will be agreeable with us if you merely advise us of the fact, by letter, that you have manufactured no such board, until your production of this product begins.

We do wish to be informed currently of your activities under this license and shall appreciate having either a report or letter each month covering that license.

Yours very truly,

UNITED STATES GYPSUM COMPANY

A. W. IRWIN,
Assistant Comptroller

AWI:PE

5786

10796

Government's Exhibit No. 258

CERTAIN-TEED PRODUCTS CORPORATION

Box 6917 N Phila Sta

Philadelphia Pa

Sold to: Pinellas Lbr. Co. 2
 Street and No.: 1400 Central Ave. 9
 City and State: St. Petersburg, Fla. 52

Invoice Date: 9-8-37

Ship to: same

Destination: same

Register No.: 907080 Salesman: 1111

Total No. Sheets: Sheet No.:

S. O. No.: At-3113 Customer No.:

To be Shipped: at once From: Acme

Date Ordered: 9-1 Entered: 9-3

Date Shipped: 9-2 From: AT #10

Route: QA&P Frisco L&N Montgomery SAL

Car No.: C&NW 122326

Terms: Dis 10th prox (see below) net 30th prox
 From date of invoice. Not contingent upon delivery

F. O. B.: Acme full freight allowed

cf

Invoice No. 28 EW

Quantity	Unit	Est. Wt.: 9500 Min.:	Rate: 67	Weight Shipped	Price	Amount	Total
Beaver Gypsum Lath $\frac{3}{8}$ " C E							
157	bds	16x48" 5024 sq ft per M sq ft		6988	20.00	100.48	
Cert Reflective Insulating Lath $\frac{3}{8}$ " (Metallized one side) (O S P)							
63	bds	16x48 2016 sq ft per M sq ft		2804	29.00	53.46	
Less Freight: 9792 @ .67							158.94
							65.61
Ship in car with AT-3114							93.33

Freight Absorption:

Shipping Plant Rate.. 9.38

Plant Basic Rate..... 7.00

..... tons @ 2.38M \$16.76

7040 Sq. Ft.

Confirming to 1550-AT

Discount Notice:

Discount of \$3.20 allowed if paid within discount period.

Certain-teed Roofings and Shingles—"Millerized" for Longer Life

